IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF MISSOURI

EASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 36, AFL-CIO; AND THE LOCAL NO. 1 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, Defendants.	CIVIL ACTION NO. 66 C 58(2)

APPENDIX TO PLAINTIFF'S MEMORANDUM IN SUPPORT OF ITS PROPOSED FINDINGS OF FACT CONCLUSIONS OF LAW AND DECREE

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PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

This cause having regularly come on for trial commencing on June 15, 1967, upon the plaintiff's claim against Local No. 1 of the International Brotherhood of Electrical Workers, AFL-CIO, and the defendant Sheet Metal Workers International Association, Local No. 36, AFL-CIO, and counsel for the plaintiff and each of these defendants having appeared and the Court having heard the evidence and argument of counsel for each party, it now enters the following findings of fact and conclusions of law:

FINDINGS OF FACT

The Court finds the following facts with respect to the Sheet Metal Workers International Association, Local No. 36:

1. The Sheet Metal Workers International Association, Local Union No. 36 (hereafter referred to as Local 36) is a labor organization representing employees engaged in the sheet metal trade in St. Louis and surrounding areas. (Stip. No. 4, par. 1). It has approximately 1,275 members whom it represents in dealing with employers concerning terms and conditions of employment, including grievances, labor disputes, wages, and hours. (Stip. No. 4, pars. 1, 12). It is certified to represent employees under the provisions of the National Labor Relations Act and is chartered by the Sheet Metal Workers International Association, AFL-CIO, an international labor organization. (Stip. No. 4, par. 4; Pl. Exs. 16, 17). Local 36 has collective bargaining agreements with most of the sheet metal contractors in the construction industry. (See Stip. 4, par. 5).

2. Local 36 is an all white union and always has been. Between the effective date of Title VII of the Civil Rights Act of 1964 and August 1966, Local 36 initiated 122 new members, all of whom are white. (Stip. No. 4, pars. 10-12, 17; Pl. Ex. 20G; Tr. 443-445; Dep. of Schultz [December 14, 1966] p. 54).

3. Local 36 has engaged in and is continuing to engage in a pattern of racial discrimination by making membership readily available to white persons but not to Negroes.

a. Local 36 has an official "policy of attempting to organize the unorganized." (Tr. 437).

In practice a large number of the members of Local 36 have come into the union through such "organizations." (See, e.g., Pl. Ex. 11.) Prior to the initiation of this suit Local 36 had never attempted to organize Negro sheet metal workers or shops, although there were qualified Negro sheet metal workers and shops known to Local 36 and not affiliated with any union; Local 36 would have attempted to organize them but for their race. (Tr. 153-154; 259; Stip. No. 4, par. 17; Pl. Ex. 12A, p. 1, January 12, 1950; p. 31, December 7, 1950; p. 47, May 24, 1951; Pl. Ex. 12B, p. 33, February 26, 1953.) White persons interested in having their shops "organized" by Local 36 can readily obtain information; the normal practice is for the business agent to come to the shop and talk to the contractor and his employees and explain the union rules and benefits and procedures and costs of joining. (Zimmerman Dep., p. 16; Tr. 232, 244-245.) Local 36 has failed to provide these services for Negroes seeking union organization. (Tr. 259, 517-518.)

b. Local 36 has afforded preferential treatment to white workers coming in under an organization. Such workers pay an initiation fee varying between $50 and $150 and need not take a journeyman's examination. (Tr. 245-246, 450-453, 486-487; Pl. Ex. 11.) Less than two months before the trial of this case, Local 36 quoted as the price for organizing a two-man Negro shop the figure $2,000. (Tr. 517-518, 272.)

As a result, the Negroes seeking to join Local 36 instead joined Local 99, the CIU, a union which had earlier been formed by other Negro tradesmen. (Tr. 265, 272, 522.)

c. Local 36 has an official policy of nepotism. (Pl. Ex. 12A, p. 48, May 31, 1951; Pl. Ex. 13G, p. 64, January 11, 1966.) Local 36 gives special consideration to requests which members make on behalf of their friends and relatives who seek membership in the union. (Pl. Ex. 12A, p. 59, October 4, 1951; p. 64, December 13, 1951; Pl. Ex. 12B, p. 3, April 3, 1952; p. 17, August 14, 1952; Pl. Ex. 12C, p. 3, July 14, 1954; p. 8, September 2, 1954; p. 60, March 15, 1956; p. 64, April 19, 1956; p. 66, May 3, 1956; Pl. Ex. 12F, p. 4, October 5, 1961; p. 68, May 14, 1964; p. 71, July 2, 1964; Pl. Ex. 12G, p. 8, April 8, 1965; p. 10, May 13, 1965.) The union has never printed or disseminated to Negroes any information whatever about the requirements and procedures for journeyman membership (Boyd Dep., p. 18); members commonly and freely disseminate such information to white non-members by word of mouth. (Tr. 203-206; 210-214; 222-224; 224-229.)

d. Apprenticeship is the other main source of members. (Stip. No. 4, paras. 14 and 15; Def. Ex. S.) As described below in finding No. 5, the Local 36 apprenticeship program results in journeyman membership being more readily available to white persons than to Negroes.

4. The defendant has not followed uniform standards in determining whether persons have passed or failed the journeyman examination. (Pl. Ex. 14; Tr. 455.)

5. Local 36 participates in a joint apprenticeship program and exercises the dominant control over it. (Stip. No. 4, paras. 6, 7, 8; Tr. 457-458; Schultz Deps. of October 19, 1966, pp. 6, 31-32 and December 14, 1966, p. 25.) As of April 15, 1967, there were 114 white and 2 Negro apprentices in the Local 36 program. (Stip. No. 4, par. 12.) Of the two Negro apprentices, one began his apprenticeship under the sponsorship of a white contractor at a time when apprentices were selected by contractors rather than by the union. (Stip. No. 4, par. 13; Tr. 433; Schultz Deps. of October 19, 1966, p. 45 and December 14, 1966, p. 54.) The other Negro was accepted as an apprentice on November 30, 1966, after the filing of this suit, and a third Negro was accepted as an apprentice one month before the trial of this case. (Stip. No. 4, par. 13.) Negroes were entirely excluded from apprenticeship in the sheet metal trade until 1961 when the CIU began its apprenticeship program. (Pl. Ex. 13F, p. 37, February 14, 1961.) In 1962, the union failed to follow a suggestion that it adopt a non-discriminatory system for selecting apprentices. (Pl. Ex. 13G, p. 19, September 8, 1964.) Local 36 never publicized any change which may have occurred in its policy of excluding Negroes from apprenticeship until after the filing of this lawsuit. (Compare Def. Ex. R and Schultz Dep. of October 19, 1966, p. 14 with Def. Exs. S and T.) The past history of discrimination, the failure to adequately publicize its adoption of a new apprenticeship program, and the fact that applications

could only be made one evening a month at the union hall (Tr. 449-450) resulted in few Negroes applying for apprenticeship. However, Local 36 actively encouraged white youngsters to apply for apprenticeship. (Tr. 205-206, 212-214, 225-226; Pl. Ex. 13G, p. 64, January 11, 1966, Dep. of Schultz of October 19, 1966, p. 16.)

6. During the pendency of this action Local 36 negotiated a new collective bargaining agreement and obtained a hiring hall referral system new to Local 36. (Pl. Ex. 21.) That referral system, which will take effect on January 1, 1968 (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art. IV, Sect. 12(A)(B)]) unless enjoined, would afford Negroes inferior employment opportunities in the sheet metal trade, on account of their race.

a. The new referral system would establish four groups of applicants for employment. No worker in a lower group (e.g., Group III) could obtain a referral unless all workers in the higher groups (e.g., Group I) had work. (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art. IV, Sect. 2(B)].)

b. Group I would consist of persons with four years' experience in the sheet metal construction industry who have passed a journeyman's examination and have worked for at least one of the past four years under a Local 36 collective bargaining agreement. In practice, this group would consist entirely of Local 36 members, including persons who were members when the

collective bargaining agreement was entered into. (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art. IV, Sect. 2(B), Art. V, Sect. 1].) These members would have work referral priority over Negroes who have been excluded from Local 36 on account of race. The only new members who would immediately enter Group I are the former apprentices (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art IV, Section 2(B)]), another discriminatorily constituted group.

c. Group II would consist of persons with four years' experience in the sheet metal construction industry who have passed a journeyman's examination given by any local of the Sheet Metal Workers International Association. (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art. IV, Sect. 2(B)].) It would be predominantly white, because Local 36 has succeeded in excluding most Negroes from gaining the required experience. It would consist primarily of new members and members of other locals.

d. Group III would consist of persons with one year's experience in the sheet metal construction industry (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art. IV, Sect. 2(B)]), and would therefore also be predominantly white. It would be the lowest priority group, except for Group IV, which would provide students with summer jobs. (Pl. Ex. 21 [Addendum to Standard Form of Union Agreement, September 12, 1966, Art. IV, Sect. 2(B)].)

e. No provision whatever is made for referring, for job training purposes, inexperienced persons, the category into which the overwhelming majority of Negroes fall at present. Because every referral grouping for regular employment requires experience in the trade and because Local 36 controls employment opportunities for most sheet metal construction jobs in the St. Louis area (Stip. No. 4, par. 5), Negroes would have only a very limited opportunity outside the apprenticeship program to acquire the experience needed to qualify for referral.

The Court further finds the following facts with respect to Local No. 1 of the International Brotherhood of Electrical Workers, AFL-CIO:

7. The International Brotherhood of Electrical Workers, Local Union No. 1 (hereinafter referred to as Local 1) is a labor organization representing employees engaged in the electrical trade in St. Louis and the surrounding areas. It has approximately 2000 members and 220 apprentices in electrical construction classifications. It represents these members in dealing with employers concerning terms and conditions of employment, including grievances, labor disputes, wages and hours. It is certified to represent such employees under the provisions of the National Labor Relations Act; and it is chartered by the International Brotherhood of Electrical Workers, AFL-CIO (Stip. No. 3, paras. 1, 2 and 3).

8. Local 1 effectively controls employment opportunities in the electrical construction trade in the St. Louis area. It has collective bargaining agreements with electrical contractors who hire a substantial majority

of the electrical construction workers in the St. Louis area. (Stip. No. 3, pars. 5-6; Pl. Ex. 6.) Local 1 operates a hiring hall which, by provisions of its collective bargaining agreements, is the sole and exclusive source through which electrical construction workers may be referred to contractors who are parties to these agreements. Only if the union is unable to provide an employee within 48 hours of the employer's request may an employer secure his own, subject to the union's right subsequently to replace him. (Pl. Ex. 6, p. 104.) Of more than 13,000 electrical construction jobs referred through Local 1's hiring hall during the past eight years, more than 90% have been filled by members of Local 1 and other IBEW locals. (Compiled from hiring hall cards and data sheets, Pl. Ex. 10.)

9. Local 1 is virtually an all-white union. As of February 4, 1966, the date when this suit was filed, all of Local 1's journeymen and apprentices in electrical construction classifications were white. Since that time Local 1 has brought 12 Negroes into its membership as journeymen in construction classifications and has accepted 3 apprentices in its apprenticeship training program as a direct result of federal intervention. (Stip. No. 3, pars. 2, 11, 12 and 15; Tr. 62, 98-101, 372-373.)

10. Local 1 has engaged in and is continuing to engage in a pattern of racial discrimination by making membership readily available to white persons but not to Negroes:

a. Local 1 has actively sought to organize white employees of white construction contractors and to bring them into the union. (Dep. of Lanemann, pp. 52-62.) It has refused to seek to organize Negro electrical construction

contractors, or to allow Negroes to join the union. (Tr. 13-20, 52-58, 70-72, 98-104, 105-111, 116-118, 134-141, 143-148; Pl. Ex. 2B, p. 18; Pl. Ex. 2C, p. 47.) At the same time, Local 1 has picketed and otherwise harassed Negro electrical construction contractors and their Negro employees seeking to work on electrical construction projects. (Tr. 52-53, 54-58, 72-74, 102-114, 134-141.) By this means, Local 1 has successfully forced Negro electrical workers out of some important construction jobs. (Tr. 53-54, 102-114, 134-141.) Local 1 has accepted a token number of Negroes since the filing of this suit. (Stip. No. 3, par. 11(a).)

b. Local 1 has rejected the applications for membership of qualified Negro electrical construction journeymen on account of their race, both before and after July 2, 1965. (Tr. 13-30, 52-58, 70-72, 98-111, 116-118, 134-141; Pl. Ex. 2B, p. 18; Pl. Ex. 2C, p. 47.)

c. Local 1 has followed a policy of nepotism and of preference to relatives in the selection of new members. (Pl. Ex. 5, Art. XIV; Dep. of Heeney, pp. 105-106, Dep. of Krueger, pp. 126-127, Dep. of Bruns, pp. 71-72.) As a result of this policy, 45% of the new members who have joined the union in construction classifications since the effective date of Title VII have been relatives of current members. (Stip. No. 2, pars. 1, 6 and 8.) Since Negroes, for all practical purposes, are not among the members, this nepotistic preference inherently discriminates against them.

d. Local 1 conditions acceptance of applicants for membership on a majority vote of the members. (Pl. Ex. 4, Art XXII; Pl. Ex. 5, Art. XII, Sec. 1.) On several occasions, the organization of Negro contractors and the admission of Negroes to the union have been either defeated or tabled by a vote of the membership. (Pl. Ex. 2B, pp. 10, 18; Pl. Ex. 2C, p. 47; Dep. of Lanemann p. 62.) In the light of the racial composition of Local 1 and of its history of discrimination, the requirement of a vote of the membership as a condition for becoming a member of the union discriminates against Negroes.

11. Local 1 has designed and operated its hiring hall work referral system in such a manner as to afford Negroes inferior employment opportunities in the electrical construction industry:

a. Local 1 has discriminated against Negroes in the operation of its hiring hall. For example, it referred white applicants to jobs with electrical contractors while refusing referral to a Negro who made prior application and who possessed qualifications superior to those of the white persons who were given priority. (Tr. 13-31, 152, 351, 361, 375-376; Pl. Exs. 1, 10, 23A.) Local 1 referred on a segregated and discriminatory basis electrical construction workers to a recently affiliated Negro contractor. (Tr. 116-121.)

b. In referring electricians through its hiring hall, Local 1 gives first preference to persons who have worked for five years in the trade and who have worked one of the last several

years under a collective bargaining agreement to which the Local is a party. (Pl. Ex. 6, pp. 105-106.) In practice, this system of priorities operates to give members of Local 1 preference over non-members. (Pl. Exs. 10, 10A.) Since Negroes have been virtually excluded from membership in Local 1 and have been denied the opportunity, on account of their race, to work in the trade pursuant to a collective bargaining agreement to which Local 1 is a party, this system of priorities inherently discriminates against Negroes.

CONCLUSION OF LAW

1. This Court has jurisdiction of this action. 42 U.S.C. 2000e-6(b).

2. Each of the defendants is a labor organization engaged in an industry affecting commerce as those terms are defined in the Civil Rights Act of 1964. 42 U.S.C. 2000e-(d) and (e).

3. The Attorney General is authorized to institute this action to enjoin the defendants from engaging in a pattern and practice of discrimination against Negroes in employment on account of their race. 42 U.S.C. 2000e-6.

4. In determining whether there has been racial discrimination, statistics often tell much and courts listen. State of Alabama v. United States, 304 F. 2d 583, 588 (5th Cir. 1962), aff'd 371 U. S. 37 (1962). Where Negroes have been almost totally excluded from membership as in the defendant unions, a prima facie case is made of deliberate discrimination against Negroes. See United States v. Jefferson County Board of Education, 372 F. 2d 836, 887 (5th Cir. 1966), aff'd en banc ____ F. 2d ____ (5th Cir. 1967); United States v. Louisiana, 225 F. Supp. 353 (E. D. La. 1963) (3-judge Court), aff'd 380 U. S. 145 (1965). Since the defendants in this case are labor unions and affirmatively recruit and organize employees to bring into union membership, these statistics are particularly meaningful. Vogler v. McCarty, supra; Cf. Whitus v. Georgia, 385 U. S. 545 (1967); Reece v. Georgia, 350 U. S. 85, 88 (1955); United States ex rel Goldsby v. Harpole, 263 F. 2d 71, 77-79 (5th Cir. 1961), cert. den. 361 U. S. 839 (1959).

5. In considering whether the defendants are discriminating against Negroes in violation of 42 U.S.C. 2000e-2 evidence of the defendants' conduct prior to July 2, 1965, is relevant as shedding light on the significance of events since that date and on the purpose, character, and effect of defendants' conduct. Federal Trade Commission v. Cement Institute, 334 U. S. 683, 705 (1948); Machinists Local 1424 v. Labor Board, 362 U. S. 411, 416 (1960); Vogler v. McCarty, supra; see also Kennedy v. Lynd, 306 F. 2d 222, 228 (5th Cir. 1962), cert. den. 371 U. S. 952 (1963); United States v. Lynd, 301 F. 2d 818 (5th Cir. 1962). Such acts are also relevant to show whether present conduct is repeated, routine, or of a general nature and, therefore, constitutes a pattern or practice of discrimination within the meaning of 42 U.S.C. 2000e-6.

6. Title VII prohibits sophisticated as well as simple minded modes of discrimination. Cf. Lane v. Wilson, 307 U. S. 268, 275 (1939). The statute forbids not only open discrimination, such as the outright refusal to admit all Negroes to membership, but also adherence to any course of conduct which has, as its inevitable or probable consequence, the exclusion of Negroes from employment opportunities on account of their race. Vogler v. McCarty, supra. See also Akins v. Texas, 325 U. S. 398, 403 (1945); United States ex rel Seals v. Wiman, 304 F. 2d 53 (5th Cir. 1962), cert. den. 372 U. S. 915 (1963); Rabinowitz v. United States, 366 F. 2d 34 (5th Cir, 1966).

7. The defendants may not accomplish through indirection what Title VII forbids them to do directly. Under Title VII, employment opportunities may not be made contingent in any way upon a status or condition which the defendants have prevented Negroes from achieving on account of their race or color. This is true no matter when Negroes were prevented from achieving such status or condition, and whether such prevention was lawful or unlawful at that time. Vogler v. McCarty, supra; Local Union No. 269, IBEW, 149 N.L.R.B. 768, enforced sub nomine N.L.R.B. v. Local 269, IBEW, 357 F. 2d 51 (3rd Cir. 1966); Lane v. Wilson, 307 U. S. 268 (1939); Guinn v. United States, 238 U. S. 368 (1915); Franklin v. Parker, 223 F. Supp. 724 (M. D. Ala. 1963), modified on other grounds and aff'd, 331 F. 2d 841 (5th Cir. 1964).

(a) The preference given by each of the defendant unions, in referral through their hiring hall, to persons who have worked for one year pursuant to a collective bargaining agreement with that union, denies Negroes equal employment opportunities on account of their race. Ibid.

(b) Since the defendants effectively control employment opportunities in their respective trade and have afforded white persons but not Negroes the opportunity to obtain

experience in said trades, the practices of giving priority in work referrals to persons with five years experience in the trade denies Negroes equal employment opportunities on account of their race. Ibid.

(c) In the context of the defendant unions' virtually all-white memberships in the pertinent classifications, the preference in admission to union membership and apprenticeship accorded by each of the defendants to relatives of current members inherently discriminates against Negroes on account of their race. Vogler v. McCarty, supra; Lefkowitz v. Sheetmetal Workers Local 28 & Farrell, 9 R.R.L.R. 393, 400-401 (N.Y. Comm. on Human Rights 1964), aff'd 42 Misc. 2d 958, 252 N.Y.S. 2d 649, 652, 657 (Sup. Ct. N.Y. County 1964); Connecticut Comm. v. IBEW Local 35, 28 L.R.R.M. 98, 100 (1951), aff'd 140 Conn. 537, 102 A 2d 366 (1953); see also Ross v. Dyer, 312 F. 2d 191, 194-196 (5th Cir. 1963).

9. The United States is entitled to injunctive relief herein "to insure the full enjoyment" by Negroes of the rights secured by Title VII. 42 U.S.C. 2000e-6(a). The acceptance by the defendants of a few Negro members and apprentices in the context of various official investigations, and particularly after the institution of this action, does not obviate the plaintiff's right to injunctive relief. It is the duty of the courts to beware of efforts to defeat injunctive relief by protestations of repentance and reform, especially where, as in this case, any changes in prior unlawful practices are more apparent than real, where they seem timed to blunt the force of a lawsuit, and where there is no assurance or probability of future compliance. United States v. Oregon Medical Society, 343 U.S. 326, 333 (1952); United States v. W. T. Grant Co., 345 U. S. 629, 632 (1953); United States v. Atkins, 323 F. 2d 733, 739 (5th Cir. 1963); Cypress v. Newport News Gen. Hospital, 375 F. 2d 648, 658 (4th Cir. 1967); Brooks v. County School Board of Arlington County, 324 F. 2d 303 (4th Cir. 1963).

10. In granting relief in a case brought under 42 U.S.C. 2000e-6 the Court is obliged to utilize the full and elastic resources of equity by fashioning specific remedial relief to ensure to Negroes the full enjoyment of the right to equal employment opportunities. Mitchell v. DeMario Jewelry, 361 U. S. 288, 291, 292

(d) In the context of the virtually all-white membership of Local 1 in the pertinent classifications and in the light of the union's history of discrimination, the practice of requiring a majority vote of the union membership as a precondition to the acceptance of a new applicant for membership discriminates against Negroes on account of their race. Vogler v. McCarty, supra; Cypress v. Newport News Gen. Hospital, 375 F. 2d 648 (4th Cir. 1967); United States v. Logue, 344 F. 2d 290 (5th Cir. 1965).

8. The discriminatory acts, practices, policies and procedures set forth in the foregoing Findings of Fact constitute a pattern and practice of resistance to the full enjoyment by Negroes of the rights secured by Title VII of the Civil Rights Act of 1964 within the meaning of 42 U.S.C. 2000e-6. 110 Cong. Rec. 14270; see United States v. Mayton, 335 F. 2d 153, 159 (5th Cir. 1964). Where, as here, the defendants have engaged in acts and practices of which racial discrimination is the natural and probable consequence, they shall be deemed to have intended that result within the meaning of 42 U.S.C. 2000e-6(a). Radio Officers v. Labor Board, 347 U. S. 17, 45 (1954); Rabinowitz v. United States, 366 F. 2d 34, 56-57 (5th Cir. 1966).

(1960); State of Alabama v. United States, 304 F. 2d 583, 590 (5th Cir. 1962), aff'd 371 U. S. 37 (1962); Vogler v. McCarty, supra.

This the ____ day of _____, 1967, St. Louis, Missouri.

_____
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE

EASTERN DISTRICT OF MISSOURI

EASTERN DIVISION

UNITED STATES OF AMERICA, Plaintiff, v. THE SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL UNION NO. 36, AFL-CIO; AND THE LOCAL NO. 1 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, Defendants.	CIVIL ACTION NO. 66 C 58(2)

PROPOSED DECREE

Upon the basis of the foregoing Findings of Fact and Conclusions of Law,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

I. That the defendants Local No. 1 of the International Brotherhood of Electrical Workers, AFL-CIO, and the Sheet Metal Workers' International Association, Local Union No. 36, AFL-CIO, their agents, officers, employees, members, successors, and all persons acting in concert or participation with them, be and they hereby are permanently enjoined from:

a. Engaging in any act or practice for the purpose or with the effect of discriminating against any individual because of his race, color, or national origin;

b. Excluding or expelling from their membership any individual because of his race, color, or national origin;

c. Limiting, segregating, or classifying their membership, or classifying or failing or refusing to refer for employment any individual, in any way which would deprive or tend to deprive any individual 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, or national origin;

d. Causing or attempting to cause any employer to discriminate against an individual on account of his race, color, or national origin;

e. Discriminating against any individual because of his race, color, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

II. More specifically, said defendants and said persons are enjoined from:

a. Giving priority in work referrals to their members or to persons with work experience under a collective bargaining agreement;

b. Requiring experience in the trade as a prerequisite to referring Negroes to jobs during the next five years if the Negro applicant for work referral meets the following qualifications:

1. He is, at the time of this decree, over the age of twenty-five in the case of referrals by Local 1 and over the age of twenty-three in the case of referrals by Local 36;

2. He has passed the journeyman's examination provided for in the collective bargaining agreement.

c. Giving any preferences or privileges in work referrals, membership, or apprenticeship to relatives and friends of union members;

d. Requiring the vote of existing union members for the initiation or acceptance of new members;

e. Failing to attempt to organize and otherwise recruit Negroes to the same extent and under the same conditions as white persons have been organized or recruited in the past;

f. Failing for the next five years to accept into membership as a construction journeyman and to accord all the benefits thereof to any Negro applicant who possesses qualifications equal to or higher than those possessed by the least qualified white person who has been accepted into membership as a construction journeyman since 1961;

g. Failing for the next five years to accept as a construction apprentice and to accord all the benefits thereof to any Negro applicant who possesses qualifications equal to or higher than those possessed by the least qualified white person who has been accepted as a construction apprentice since 1961.

III. The defendants, their members and agents, are further ordered to take the following affirmative steps:

a. Submit to this Court for approval within forty-five days of this decree a detailed plan, consistent with Paragraph II of this decree, setting forth fair and objective standards and procedures for use in the admission of new members, in the admission of new apprentices, and in the referral of persons to construction jobs. The plan shall include copies of any tests which the defendants propose to use, together with a description of how the tests are to be administered and what, if any, scores are to be considered as passing or failing or as entitling the person taking the test to any priority. The plan shall also set forth an informational program by which the defendants propose to bring to the attention of the Negro community the fact that Negroes may now become members in the defendant unions and obtain work referrals through the defendant unions without regard to race. A copy of said plan shall be served upon the United States which will have the right within 20 days thereafter to file with this Court its objections, if any.

b. Invite Walter Hampton, Clarence Lee, Vernon Wells, and all members of the CIU in electrical and sheet metal classifications to apply for membership in the appropriate union (Local 1 or Local 36). The invitation shall be made under the following conditions: Those persons

invited to join Local 36 may do so upon payment of a $50 initiation fee, without taking an examination. Those persons invited to join Local 1 shall be admitted upon passing the journeyman's examination (unless they have already passed an equivalent examination) and upon paying the initiation fee; they shall be admitted without a vote of the membership. As to persons working under a CIU collective bargaining agreement, the invitations shall be made at such time as may be consistent with the National Labor Relations Act.

c. The defendants shall continue to notify the Missouri State Employment Service and all school systems within its jurisdictional area of apprentice openings. The defendants shall also furnish along with the notice sufficient application forms and copies of the apprenticeship rules for them to be disseminated to potential applicants. The applicant shall be allowed to file his application in person, by mail, or through the Missouri State Employment Service or his school.

IV. Said defendants are further ordered to file with the Court within six months from the date of this decree, and each six months thereafter, and to serve on the United States a report showing for the period covered the number of applications for apprenticeship, for membership, and for work referral, by race, and the action taken on each such

application. The report shall list all rejected applications and shall specify the reason for each rejection. The defendants shall also maintain complete records relating to work referrals, admission to membership, and admission to apprenticeship. Such records shall include:

a. The name, address, age, race, work experience, and education of each applicant for work referral, for membership, and for apprenticeship training;

b. The action taken as to each such application including the date and time of application for work referral, the date and time of actual referral to employment, the name and address of the employer to whom referred, and the hourly wage actually paid with connection to such referral and, as to applicants for membership and apprenticeship, if any such applications are denied or no action is taken upon them, the record shall show the specific reasons for such denial or inaction and the underlying facts supporting such reasons;

c. An exact record of any test or oral interview that may be administered, the performance of each applicant taking any such test or interview, and the specific scoring and evaluation of each answer given by any applicant taking any such test or interview. For purposes of recording oral interviews it shall be sufficient to show each question asked, each answer given, and the scoring for each.

All such records, along with current priority lists, shall be made available to the United States for inspection and copying at any and all reasonable times.

V. The defendants are further ordered to give written notice of the contents of this decree to each of their members and to each construction contractor with whom they have collective bargaining agreements; and to file with this Court and serve upon the United States within 20 days of this decree a written report showing that the required notice has been given, and shall attach to the report copies of all letters used in complying with this order.

VI. The Court retains jurisdiction of this action for such additional and supplemental relief as may be required.

VII. The costs of this proceeding are hereby taxed against the defendants.

Done this _____ day of _____, 1967, St. Louis, Missouri.

_____
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

I, GERALD W. JONES, hereby certify that on September 17, 1967, I served the foregoing proposed Findings of Fact, Conclusions of Law, Decree and supporting Memorandum upon counsel for the defendants in this case by mailing copies thereof by United States air mail, special delivery, and postage prepaid as follows:

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