

Title VII
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U. S. District Court
Western Dist. Arkansas
FILED
April 9th, 1967
E. A. Riddle, Clerk

IN THE UNITED STATES DISTRICT COURT By *Jane Wright*
Deputy Clerk
IN AND FOR THE WESTERN DISTRICT OF ARKANSAS
EL DORADO DIVISION

| | | |
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| JOHN R. DYKES ET AL, |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| vs. |) | Civil Action File No. 1114 |
| |) | |
| THE MONSANTO COMPANY and |) | |
| OIL, CHEMICAL AND ATOMIC WORKERS UNION, |) | |
| |) | |
| Defendants. |) | |

STIPULATION FOR SETTLEMENT

By this action filed in the United States District Court for the Western District of Arkansas, El Dorado Division, plaintiffs sought an injunction against alleged denials by defendants of plaintiffs' rights under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. Counsel for all parties have reviewed the issues of law and fact and have agreed that such action may be dismissed with prejudice in accordance with and pursuant to this stipulation for settlement:

I.

It is agreed by the parties hereto that this agreement and the terms and conditions set forth herein are to apply only to the Chemical Plant of the Agricultural Division of Monsanto Company located at El Dorado, Arkansas, and shall not be construed to include other divisions or facilities of the Company.

II.

A. Monsanto Company agrees that within fifteen (15) days following the entry of an order of dismissal, six (6) employees from the Labor Department,

whose qualifications shall be determined in the manner prescribed in subparagraph F hereinafter set forth, shall be selected on the basis of the seniority list of the Labor Department as of January 1, 1967, and transferred to the Operating Department.

B. Such six (6) qualified employees, in the order of their Labor Department seniority, shall be allowed to choose for area seniority purposes one of the four areas within the Operating Department on the basis of two (2) such employees each to Areas 1 and 3 and one (1) each of such employees to Areas 2 and 4.

C. Each of such six (6) employees shall, upon the effective date of transfer, be classified as "Operator" or "Senior Tester" for training purposes and shall be paid the applicable wage rate (presently \$3.21) in conformity with the schedule of Wage Rates and Classifications annexed as Exhibit "B" to the Agreement which was effective June 30, 1964 ("Collective Bargaining Agreement") between Monsanto Company and Oil, Chemical and Atomic Workers International Union. Each of such six (6) employees as so transferred will be eligible for promotion to the "Senior Operator" and "Chief Tester" classification on a temporary or permanent basis after an aggregate of three (3) months within such assigned area and upon promotion shall be paid the applicable wage rate for that job classification.

D. Seniority within such assigned area shall commence forty-five (45) days after the effective date of each such employee's transfer. Until such time as employees transferring from the Labor Department to the Operating Department begin to accrue seniority in the Operating Department, such employees shall continue to accrue and maintain their seniority in the Labor Department.

E. Area seniority shall be cumulative and continuous and shall govern job classification, shift assignment and progression, as presently provided in Article X of the Collective Bargaining Agreement.

F. Qualifications for entry of Labor Department employees into the Operating Department shall be determined by a panel comprised of the (a) plant manager, (b) personnel superintendent and (c) manufacturing superintendent,

who shall make such determination upon the basis of (i) a review of such employee's personnel record, (ii) an interview with such employee's foreman or other immediate supervisor and (iii) a personal interview with such employee. Provided, however, that in order for an employee to be eligible to choose a job in Area 4, he must have the additional qualifications prescribed in Section 17 of Article X of the Collective Bargaining Agreement.

G. Labor Department employees who have eligibility to be transferred to the Operating Department by Labor Department seniority alone and who desire to transfer to the Operating Department, but to whose interest the Company has decided adversely, will be given the reason for the Company's decision.

H. The parties hereto expressly agree that none of the present employees in the Labor Department will be subjected to any test requirement as contemplated within the meaning of Article X, Section 16, of the Collective Bargaining Agreement between Monsanto Company ("Monsanto") and defendant Oil, Chemical and Atomic Workers International Union ("Union") in determining their eligibility for transfer to the Operating Department.

I. On or before the 1st day of January, 1968, four (4) additional employees presently assigned to the Labor Department, whose qualifications shall be determined in the manner hereinabove prescribed, shall be transferred to the Operating Department and allowed to choose, for area seniority purposes, one of such areas within the Operating Department where the addition of such employee can be best utilized.

III.

Although this agreement specifically provides for the transfer of ten (10) employees presently employed in the Labor Department to the Operating Department by January 1, 1968, it is the understanding of the parties that this number is not to act as a limitation on the opportunity for promotion of other employees in the Labor Department if the need arises to train additional employees for the Operating

Department. Pursuant to this understanding of the parties, future vacancies in the Operating Department, if filled, shall be filled from members of the Labor Department as provided in subparagraph F or paragraph II of this agreement before new employees are hired directly into the Operating Department.

IV.

A. Realizing that the Labor Department work force is presently composed of all Negro employees, Monsanto and Union have agreed to expand the Workmen's Committee from five (5) to seven (7) and the Union agrees that the additional positions on the Workmen's Committee will be occupied by representatives from the Labor Department for the duration of the current Collective Bargaining Agreement or until June 30, 1967, whichever is the earlier.

B. It is expressly understood by all parties hereto that the expansion of the Workmen's Committee for purposes of allowing representation on the Committee for employees of the Labor Department is not intended to expand permanently the composition of the Workmen's Committee as provided for in the Collective Bargaining Agreement existing between Monsanto and the Union, nor does it in any way waive or preclude the Union from bargaining for an expanded Workmen's Committee within the context of collective bargaining negotiations.

C. Further, the Union agrees that for a period of two (2) years after the effective date of this agreement, the Union will specifically provide for representation on the Workmen's Committee for employees in what is now characterized as the Labor Department.

V.

With respect to the allegation concerning the temporary employment of Negro persons in the Labor Department in a manner so as to deprive said persons and plaintiffs of equal employment opportunities because of race, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., Monsanto

hereby represents that this practice has been abated and that such temporary employees, if any, who might hereafter be employed, shall be hired on a non-discriminatory basis.

VI.

A. It shall be the policy of Monsanto to maintain and conduct its hiring and promotion practices and other conditions of employment in a manner which does not discriminate on the basis of race, color, national origin or religion, in violation of Title VII of the Civil Rights Act of 1964.

B. Pursuant to the policy expressed in subparagraph A above, the parties agree that new hires may be made directly into the Operating Department when it has been determined that no qualified employees remain in the Labor Department.

VII.

A. Monsanto hereby represents that its policy is, and shall continue to be, that no distinction shall be permitted in the utilization of any employee facility, such as service or recreational areas, which permits or allows its employees to utilize locker rooms, toilets, food service or other company-owned and provided facilities, specifically including, but not limited to the leased cafeteria, on the basis of race, color, religion or national origin. Pursuant to this policy, Monsanto agrees that the dual rest room facilities situated within the Nitrate Plant and Urea Plant shall be consolidated into single rest room facilities on or before the 1st day of July, 1967.

B. Monsanto further agrees that in furtherance of this policy it will immediately undertake to identify and determine the extent to which modifications, physical alterations and/or corrections are needed so as to provide for the use of the aforesaid facilities on a nonsegregated basis. Such modifications, physical alterations and/or corrections, if any, as are required, shall be completed within four (4) months of the effective date of this agreement.

VIII.

It is understood and agreed that this agreement does not constitute an admission by either Monsanto or the Union of any violation of Title VII of the Civil Rights Act of 1964.

IX.

Plaintiffs waive, release and covenant not to sue Monsanto or the Union with respect to any matter which was or might have been alleged as charges filed with the United States Equal Employment Opportunity Commission, provided Monsanto and the Union execute the promises and representations made herein, and plaintiffs further agree to withdraw such charge and complaint and request of the Commission that processing of charges filed with the Commission by plaintiffs be discontinued and such complaint returned.

X.

Monsanto and the Union agree not to discriminate or retaliate against any persons because of opposition to defendants' alleged practices declared unlawful under Title VII of the Civil Rights Act of 1964 or because of the filing of charges, the giving of testimony or assisting or participating in any manner in any investigation or proceedings held in seeking relief under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.

The parties hereby stipulate that this agreement shall finally and fully dispose of all matters raised in the suit instituted by plaintiffs against defendants which is now pending in the United States District Court for the Western District of Arkansas, El Dorado Division, Civil Action No. 1114, and plaintiffs and defendants, appearing and acting by and through their respective counsel, agree that this action shall be dismissed with prejudice to the plaintiffs to any further suit on the matters herein.

AGREED TO AND ENTERED by undersigned counsel for the respective parties on this 21st day of April, 1967.

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