

STATE OF IDAHO
COMMISSION ON HUMAN RIGHTS

Women's Caucus)
COMPLAINANT)
V.)
University of Idaho)
RESPONDENT)

CONCILIATION AGREEMENT

AGREEMENT

- A. Whereas, the above-named Complainant, Respondent, and the Idaho Commission on Human Rights desire to assure equal employment and promotional opportunity to all, in compliance with Title 67, Chapter 59 of the Idaho Code and Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972, all parties agree that affirmative steps should be taken to achieve the above-mentioned goals;
- B. Whereas, all parties agree that the Idaho Commission on Human Rights has jurisdiction in this case;
- C. Whereas, the signing of this agreement does not constitute an admission by Respondent of any violation of the law, but rather an undertaking by all parties to achieve compliance with the law; and
- D. Whereas, the specific provisions of this agreement are appropriate to the objectives of providing equal opportunities in employment and the conditions of employment to all,

Now It Is Therefore Agreed, By and Between All Signatory Parties Hereto, as follows:

A. COMMUNICATION OF POLICY

In addition to any other communication or publication of notices which may be provided for herein, a Statement of policy as prescribed in the attached *Appendix 1* shall be communicated by Respondent to all faculty and staff, and shall be posted on Respondent's bulletin boards in view of faculty, staff, and applicants for employment.

B. AFFIRMATIVE ACTION OFFICER

1. Respondent agrees to appoint a full-time, permanent status, Affirmative Action Officer who will be responsible to Respondent's President, and whose sole responsibility will be affirmative action and equal opportunity; said Affirmative Action Officer will work to assure that Respondent complies with the terms and provisions of Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, and all other relevant titles of said Act, the federal and state Equal Pay Acts, federal and state Age Discrimination Acts, the Idaho Anti-Discrimination Act of 1969, relevant Executive Orders, both state and federal, and other statutes, regulations, and judicial decisions related to equal opportunity.

2. Said Affirmative Action Officer shall be appointed no later than May 1, 1974, and shall be paid at a salary rate commensurate with other administrative officials of the institution and in no case less than that established by the Idaho Personnel Commission for the classification "Affirmative Action Consultant." Upon appointment of said Affirmative Action Officer, all authority and responsibility for implementing, maintaining and monitoring this Agreement and Affirmative Action at the University of Idaho shall lie solely with the President of the University of Idaho and the Affirmative Action Officer.

3. Said Affirmative Action Officer will have authority to "sign off" on all of Respondent's employment openings before recruitment begins. University of Idaho Affirmative Action Hiring Procedures will be in effect as of July 1, 1974. Copies are on file in the offices of the Deans, Directors, Department Heads and Supervisors or may be obtained by contacting Sandi Gallagher, Affirmative Action Officer, President's Office, 885-6365. Respondent agrees that said Officer will be notified as soon as it is known by any hiring supervisor that there will, or may be, an opening. Respondent further agrees that said Officer will have authority to approve or disapprove the recruitment and screening processes planned for filling the position. Respondent agrees that said Officer shall have the duty of notifying the President and the Affirmative Action Committee of the University of Idaho with regard to any recruitment, screening and/or hiring practices which are inconsistent with Affirmative Action as outlined herein and in the Affirmative Action Program of the University of Idaho.

4. After the recruitment process referred to in Paragraph B-3 hereinabove is completed, said Affirmative Action Officer will have authority to review said recruitment process and also to review the selection process and procedures which have been, or are to be used, and to "sign off" on said processes before selection of an applicant is confirmed. In reviewing and "signing off" on said processes, said Officer shall assure compliance with the terms and provisions of all of the statutes, regulations, executive orders and judicial decisions referred to in Paragraph B-1 hereinabove, and the terms of this Agreement and the Affirmative Action Plan of the University of Idaho.

5. The Affirmative Action Officer may delegate to the Director of staff personnel those duties with regard to "sign off" in all cases of recruitment and selection of classified staff below Pay Grade 10.

6. Respondent shall provide office space and clerical support for said Affirmative Action Officer which is conducive to the fulfillment of the duties and responsibilities of said position.

7. Respondent agrees that said Affirmative Action Officer shall have the authority and responsibility for preparation of a budget for the operation of said position, and shall have the authority to administer, and be responsible for administration of that budget.

8. Said Affirmative Action Officer shall, have the authority and obligation to call for assistance or support from state or federal compliance agencies whenever necessary.

9. Each of Respondent's employees shall have the option of pursuing a grievance in an informal manner directly with the Affirmative Action Officer, or filing a formal grievance in the manner prescribed in the University Handbook of Policy and Procedure. Respondent agrees that the Affirmative Action Officer shall be notified of each formal grievance or complaint filed by any of Respondent's employees.

10. Respondent shall notify, in writing, each of its employees of the existence of, and the availability of, both the formal and informal grievance procedures.

C. JOB ANALYSIS

1. Respondent agrees to prepare and maintain, open and published, a job description for each faculty, administration and staff position in the University with the exception of those positions filled by short term part-time help. "Short term part-time help" shall mean persons who perform work which will require less than one month to complete. Respondent shall furnish job descriptions to the Director of the Idaho Commission on Human Rights on or before September 1, 1974.

2. A job analysis through comparison of actual job performance with job descriptions shall be conducted by the Affirmative Action Officer, or a designate of said Officer, to determine whether job descriptions and/or descriptions of performances are utilized to screen women and/or minorities out of the hiring process or to unlawfully discriminate in the incidents of employment.

3. Said Affirmative Action Officer shall report to the President of the University and to the Affirmative Action Committee any such unlawful screening or discrimination which is discovered through the job analysis process.

D. BACK PAY

1. Respondent and Complainants agree that the matter of backpay for those employees who may be found to be entitled to an upward salary adjustment shall be handled as follows: a Back Pay Committee shall be selected by June 1, 1974, and shall consist of three representatives selected by Complainants, the Affirmative Action Officer and a staff representative of the Idaho Commission on Human Rights.

2. After the Faculty Salary Study Committee makes its findings and final report, the Back Pay Committee shall study said findings and any other material which any faculty member wishes to produce, and then recommend to the President of the University, the amount of backpay, if any, which should be awarded to each faculty member, and the methods to be used in paying said awards. Said recommended amounts of back pay shall be presented to the President no later than September 1, 1974. Any faculty member who is dissatisfied with the recommendations, or with the award of back pay, shall retain the right to pursue recovery. Payment of back pay awards will commence July 1, 1975.

3. Respondent and Complainants agree that Respondent's President shall appoint, no later than June 1, 1974, a special Ad Hoc Staff Salary Study Committee to make an equity study of staff salaries similar to the study being conducted by the Faculty Salary Study Committee. Said Staff Salary Study Committee shall be selected from a list of names submitted by Complainants and approved by the Staff Affairs Committee. Said Staff Salary Study Committee shall file its final report with the President, with copies to the Affirmative Action Officer, and to the Back Pay Committee, by November 1, 1974.

4. After the Staff Salary Study Committee files its findings and final report, the Back Pay Committee shall study said findings, and any other material which any affected employee wishes to produce, and then recommend to the President of the University the amount of back pay, if any, which should be awarded to each staff member and the methods to be used in paying said awards. Said recommended amounts of back pay shall be presented to the President no later than December 1, 1974. Any affected employee who is dissatisfied with the recommendations, or with the award of back pay, shall retain the right to pursue recovery. Payment of back pay awards will commence July 1, 1975.

E. EQUAL STARTING SALARIES

Respondent agrees that by July 1, 1974, it will implement and maintain equal starting salaries for male and female faculty, staff and graduate assistants for comparable work on jobs which have comparable requirements relating to skill, effort and responsibility.

F. AFFIRMATIVE ACTION PLAN

Respondent agrees to prepare and execute an Affirmative Action Plan, which contains goals and timetables relating to recruitment, hiring and promotion of women and minorities in all areas: faculty, administration, staff and graduate assistants, and which follows guidelines set forth by Executive Order 11246 and Revised Order 4 issued by the Secretary of Labor.

G. RECRUITMENT OF WOMEN STUDENTS

Recognizing that attitudes of a University Administration are reflected in and by the composition of the Student Body, Respondent agrees that on July 1, 1974, there be created a High School Relations Program within which good faith efforts will be made to recruit women students. Those persons responsible for said recruitment of women shall make progress reports to, and on schedule established by, the Affirmative Action Officer. Respondent agrees to exercise good faith effort to ensure the consideration of a woman to fill the position of High School Relations Coordinator, said efforts to extend to advertising, recruitment, screening and selection procedures.

H. GENERAL RECRUITMENT AND ADVERTISING

1. Respondent agrees that good faith efforts will be made to assure that faculty recruitment results reflect a direct comparative ratio to the percentage of women in the national labor market according to statistics furnished by the United States Department of Labor; Respondent further agrees that data will be compiled and maintained as to the type and method of advertising used to recruit applicants.

2. Respondent agrees that it will affirmatively recruit in order to place a female physician in the University Student Health Center in the next opening at said Center; Respondent also agrees to make good faith efforts to secure female paraprofessionals to be employed in the Health Center; the Respondent further agrees to exercise good faith efforts to retain a woman counselor in the University Counseling Center.

3. In order to recruit female and minority applicants for employment, the Respondent agrees to establish continuing recruitment relationships with the individuals and organizations included in a list to be prepared jointly by Respondent, Complainants and the Director of the Commission (no later than June 1, 1974, and then to be attached to this agreement as Appendix 2; Respondent's recruiting efforts will not be limited to the Appendix 2 sources, but will at least include said sources.)

4. To public or private employment services, schools, or business schools, placement offices of Colleges and Universities, and any other individual or organizational source of recruitment, Respondent will send a letter stating its policy of Equal Opportunity in accordance with Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, and the provisions of the Idaho Anti-Discrimination Act, and requesting that female and minority applicants be encouraged to apply.

5. Respondent agrees to keep an applicant flow record of the sex, race, color, religion and national origin of all applicants, including specifically, but not limited solely, to applicants referred by the recruitment agencies referred to hereinabove; said applicant flow record shall report the disposition of each such application.

6. Whenever Respondent has, or will have, a vacant or newly established position Respondent will make every good faith effort to recruit qualified female and minority candidates to fill said position.

7. Respondent will identify itself as an "Equal Opportunity Employer" in all advertising.

8. Applications of all female and minority applicants who are qualified for any position with Respondent shall be maintained so that when Respondent has or will have a vacancy or newly created position Respondent can, in addition to recruitment, consult the applications on file for qualified female and minority applicants.

1. AFFIRMATIVE ACTION IN PROMOTION

As opportunities for promotion occur, the Respondent agrees to give full consideration toward promoting qualified females and minorities.

J. SUPPORT OF WOMEN'S PROGRAMS

1. Respondent agrees to a good faith effort to increase support for women's programs at the University, including the Women's Center and its leadership, and further agrees that the present position of Women's Center director shall be transferred from "irregular help" to a permanent status salary line in the Student Advisory Services Budget.

2. Respondent agrees that the Dean for Student Advisory Services shall establish as an affirmative action goal expansion of the present position of Women's Center Director to a full-time position as Director within a timetable of three years from the date of execution of this Agreement, said Director to be paid a salary comparable to salaries paid to University employees who perform jobs which have comparable requirements relating to skill, effort and responsibility.

K. COMPLIANCE REVIEWS

1. Respondent agrees that the Director of the Commission, or a designate of said Director, may conduct periodic compliance reviews with reasonable notice provided Respondent, and shall immediately conduct such review upon request of Respondent or Complainants.

2. Respondent further agrees that it will maintain all records, reports, procedures, documents, agreements, and correspondence provided for herein in a manner which will reasonably facilitate compliance reviews by the Director of the Commission, or a designate of said Director.

3. If the Director of the Commission has reason to believe that Respondent is not acting in compliance with this Agreement, or if a dispute arises as to application or interpretation of the procedural and/or substantive provisions of this Agreement, said Director shall attempt to settle the matter by informal methods of conference, conciliation and persuasion. If such methods of settlement fail, and the Director still has reason to believe that Respondent is not acting in compliance with this Agreement, the Director shall cause to be served on Respondent a written statement providing the base for a charge of non-compliance, and a written notice setting a date for public hearing before the Commission or a panel thereof.

WE THE UNDERSIGNED COMPLAINANTS DO, BY AFFIXING OUR INDIVIDUAL SIGNATURES, HEREBY AGREE TO THE TERMS AND PROVISIONS OF THIS AGREEMENT ON THIS Eighth (8th) DAY OF May, 1974.

Fred Kelly Grant

WITNESS

Virginia Wolf

Anne B. Hutchins

A. Jean Hill

M. Jolene Ramaker

Jane E. Langenes

Cheri Register

Leo Ames

Lindy R. High

Barbara B. Petura

In behalf of the Idaho Commission on Human Rights,

Elizabeth Sullivan, Commissioner

Linda Gonzales, Director

Fred Kelly Grant, Witness

In behalf of the University of Idaho,

Ernest W. Hartung, President

Thomas E. Richardson, Vice President for Student and Administrative Services,

Witness

APPENDIX I
STATEMENT OF UNIVERSITY POLICY AND
NOTICE TO UNIVERSITY EMPLOYEES

The University has just entered into an agreement with the Idaho Commission on Human Rights which emphasizes our fundamental policy of providing equal opportunity in all areas of employment practice, and assuring that there shall be no discrimination against any person because of race, color, religion, country of ancestral origin or sex.

This policy extends to recruitment and hiring, promotions, transfer, discipline, discharge, tenure, and all other terms, conditions, and privileges of employment. The importance of fulfilling this policy in practice cannot be overemphasized.

Any violation of the letter or spirit of this policy by any employee of this university shall result in disciplinary action including, where appropriate, discharge. Specific instructions for affirmative action to implement this policy will be issued from time to time.

Date

Name, Title

COMPLAINANT

PROSECUTOR

By signing this document, the complainant and the respondent agree to submit to the mediation and conciliation process of the Idaho Commission on Human Rights and the University of Idaho, as provided by the Equal Employment Opportunity Act of 1972, in place of any other action which might be taken in state or federal court.

B. Release of parties. The University of Idaho Commission on Human Rights shall release the parties to the dispute, the complainant and the respondent, as a condition of any settlement of the case.

C. Release of parties. The complainant and the respondent shall release the University of Idaho from any and all claims, demands, and causes of action, including reasonable attorney's fees, arising out of the dispute.

D. Release of parties. The complainant and the respondent shall release the University of Idaho from any and all claims, demands, and causes of action, including reasonable attorney's fees, arising out of the dispute.

IN WITNESS WHEREOF, the complainant and the respondent have signed their names and the date of signing.

A. I hereby certify that the complainant and the respondent have signed this document voluntarily and without duress, coercion, or undue influence, and that the complainant and the respondent are of legal age and of sound mind.

IN ADDITION TO ANY OTHER REMEDIES OR RELIEF WHICH MAY BE PROVIDED BY FEDERAL, STATE, OR LOCAL LAWS, THE COMPLAINANT AND THE RESPONDENT AGREE TO WAIVE ALL RIGHTS TO SUIT, TO FILE A COMPLAINT, OR TO PARTICIPATE IN ANY LITIGATION, INCLUDING COURT PROCEEDINGS, IN CONNECTION WITH THIS DISPUTE.