



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Consent Decrees

Labor and Employment Law Program

10-26-2000

EEOC v. CBS Broadcasting

Judge Robert W. Sweet

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

EEOC v. CBS Broadcasting

Keywords

EEOC, CBS Broadcasting, 1:00-cv-08159-RWS, Consent Decree, Sexual harassment, retaliation, promotion, compensation, media, sex, female, employment law, title VII

m

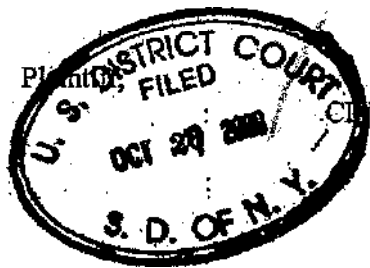
\$^£-£T^T

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

iD
SUA OCT 2 62000

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

JUDGE JWEH CHAMBERS!



CIVIL ACTION NO.

CBS BROADCASTING INC,

Defendant.

>>, ;, >:

CONSENT DECREE

1 ^

v; .: This cause of action was initiated on October%5, 2000, by the Equal Employment
"%6">; vv:." ^Ojppof^u^ty Cpnimission (hereinafter "EEOC"), an agency of the United States Government,
lff:.;sf^^-;: alleging that CBS Broadcasting Inc. (formerly known as CBS Inc., and hereinafter referred to as
SI :. : • •, >; !CBS") violated Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil
^:\%;*|'-. Rijgits Act of 1991 by engaging in discrimination toward a class of female employees because of
K<j' . feir sex. The Complaint alleges that CBS subjected a class of female employees to apattem and

Vpr^ctice of discrimination regarding salary, overtime, training, and promotion. The Complaint

^further alleges that CBS subjected a class of female employees to sexual harassment. The

•«N»-

S1 ^ K o * *' P-?&P^^ additionally alleges that CBS retaliated against a class of female employees who

j ^ ; > ^ ; ^ ; j ^ plalried'

CBS denies the allegations mtheEEOC^s

Complaint

mmm®m?***

(The parties agree that it is in their mutual interest to fully resolve the matter without further litigation. This agreement is not an admission of liability by CBS.

EEOC and CBS do hereby stipulate and consent to the entry of this Decree as final and binding between the parties signatory hereto and their successors or assigns.

This Decree resolves all matters raised in the Complaint filed herein. This Consent Decree does not impose any obligations on the parties beyond the terms and conditions stated herein. The parties have agreed that this Decree may be entered without Findings of Fact and Conclusions of Law having been made and entered by the Court.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Decree resolves all of the issues raised by or arising out of EEOC Charge Number 160-97-0885 and/or the Determination arising out of that Charge and/or the EEOC Complaint in this case.

2. The parties agree that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.

3. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree should be deemed to be a substantial

EEOC from

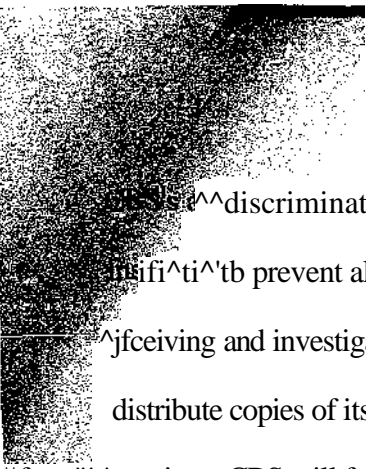
•BB£@^£
185^

initiation policies; a summary of the procedures and policies that CBS has instituted to
all forms of harassment and discrimination, including procedures regarding receiving and
investigating claims of discrimination, harassment and retaliation. CBS will distribute copies of
its non-discrimination policy attached as Exhibit B to attendees at all training sessions. CBS will
forward to EEOG the training materials and a copy of the attendance sheet within ten days of
completion of each training. CBS represents that in the last six months it has distributed a
videotaped anti-harassment program for presentation throughout the corporation. CBS will
continue to utilize its videotaped anti-harassment training program in new employee orientations.

Within the time period from eighteen to twenty-four months from the entry of this
Decree, CBS agrees to provide one additional hour of anti-harassment training approved by the
EEOC to employees in the Television Stations Division, other than those at the Stations. Within
one month prior to the commencement of this training, CBS will provide the EEOC with a copy
of its planned training materials; the EEOC's consent to the use of these training materials will
not be unreasonably withheld.

8. Within the time period from twelve to thirty-six months from the entry of this Decree,
CBS agrees to provide two additional hours of anti-discrimination training to all employees at
the Stations, in groups of twenty-five or fewer, and an additional hour to managerial employees
at the Stations. This training will be: conducted by an outside provider approved by EEOC or
• CBS's corporate personnel who are not employed at the Stations and who have received one hour
of additional training by an outside consultant approved by EEOC. Training sessions will

governing sexual harassment,
under the applicable laws and



CBS's anti-discrimination policies; a summary of the procedures and policies that CBS has implemented to prevent all forms of harassment and discrimination, including procedures regarding receiving and investigating claims of discrimination, harassment and retaliation. CBS will distribute copies of its non-discrimination policy attached as Exhibit B to attendees at all training sessions. CBS will forward to EEOC the training materials and a copy of the attendance sheet within ten days of completion of each training.

w.

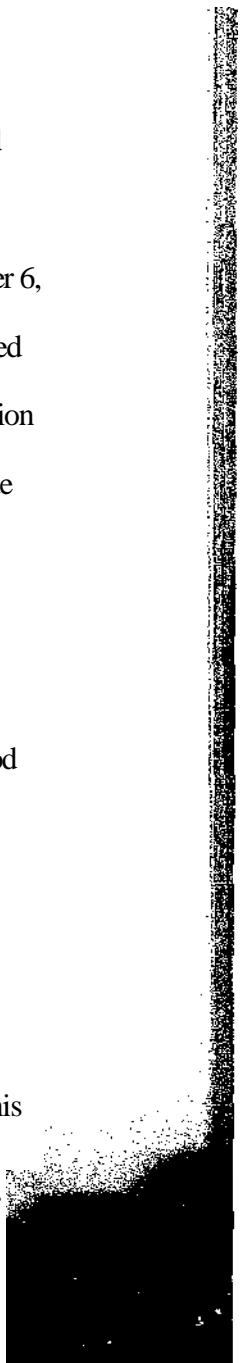
9V - All females who have been employed by CBS as technicians or in the Engineering and Operations Department, any similarly-titled departments, or any other departments to which technical employees are or have been assigned at the Stations during any period from October 6, 1994 to December 1, 2000 shall be offered compensation pursuant only to a judicially-approved payment schedule in a Consent Decree settling Beckmann, et al. v. CBS, Inc., et al., Civil Action No. 3-96-1172 (D. Minn), which provides for an \$8 million settlement fund. CBS will provide to the EEOC, promptly after receipt by CBS from Beckmann class counsel, the Notice to the class describing the proposed method of allocation and any other documents received from Beckmann class counsel concerning the allocation of the settlement fund. EEOC will communicate with Beckmann class counsel should it have concerns about the proposed method of allocation or should it desire to review the proposed allocations.

10, CBS agrees not to discriminate against any individual because of her or his sex.

VII/ CBS agrees not to retaliate against any individual for asserting her or his rights under Title VII. CBS further agrees not to retaliate against any individual who has participated in this



MSmSf
 S S m
 II S HB



pass^rtedher or his rights under Title VII, CBS will not retaliate against employees for
of mechanisms created pursuant to paragraphs 13 through 17 of this Decree,

•^?V^ CBS agrees to post in conspicuous areas accessible to all employees at the Stations

ff;,-notices announcing newly-created technical employee positions and vacant technical employee
%?,-. -. positions created by the termination, transfer or promotion of a technician to a different position

.. at each respective station. The posting shall include the essential job functions, qualifications

.. and selection criteria for the position. CBS shall post such job postings for a minimum of seven

days: CBS will use one or more selecting officials for each position who shall interview and

£K,-:V.- -:; consider all internal applicants who hold the qualifications stated in the posting, and apply the

"same selection critena for each applicant, although the weight given to each criterion may vary

with the position. CBS will indicate in these job postings that it will consider applicants on a

.non-discriminatory basis and that it encourages women and racial minorities to apply.

: 13.^L ; At least twice per calendar year beginning no later than three months after the entry of

this Decree, CBS will send technicians at the Stations a survey in the form annexed as Exhibit C,

asking employees to state in writing or electronically (at a designated work station):

a) whether they would like to be considered for promotion and, if so, to what

positions);

II mm

, b) their interest in, and qualifications for, various technical "fill-in" assignments (as

-described in paragraph 14 and 15) and remote special event assignments (as

:"rfdescribed in paragraph 16); and

their interest in receiving technical training.

CBS agrees that the survey annexed as Exhibit C will be considered in determining promotions, assignments, and training needs of technicians. CBS will provide EEOC notice in writing no less than two days prior to each time it distributes the surveys electronically. Additionally, each Station will establish a means by which technicians can express on a specified day each month, in-writing on any regularly-posted schedule or electronically (at a designated work station) their assignment preferences for the following thirty (30) days. In making assignments subsequent to receipt of such expressions of preference, the manager responsible will consider those expressed preferences as well as the results of the survey annexed as Exhibit C.

14. CBS will post in conspicuous areas accessible to all employees at each of the Stations a list of potential "fill-in" assignments scheduled to have a duration of at least thirty days and known to station management two weeks in advance of the date of the assignment at each respective station. CBS agrees to consider those who have responded to the posting when making these assignments, and will also consider the results of the most recent survey attached as Exhibit C. CBS may also consider and may select a technician who did not respond to the survey or the posting,

15. CBS will post in conspicuous areas accessible to all employees at each of the Stations a list of potential temporary upgrade assignments at each respective station for technical directors; assistant supervisors, supervisors or positions where the base rate of pay is at least equivalent to

&.2&*U ftofanasstator supervisor, scheduled to have a duration of one week or more and known

fe^p^lia^gtsinenttp weeks in advance of the date of the assignment CBS ag **to consider**

"m

i
i
1

whb have responded to the posting when making these assignments, and will also consider results of the most recent survey attached as Exhibit C. CBS may select a technician who did not respond to the survey or the posting.

16. CBS will post in conspicuous areas accessible to all employees at each of the Stations a list of remote special event assignments known to station management two weeks in advance of the date of the assignment. CBS agrees to consider those who have responded to the posting when making these assignments, and will also consider the results of the most recent survey attached as Exhibit C. CBS may also consider and may select a technician who did not respond to the survey or the posting.

17. Within two months of the entry of this Decree, CBS will adopt a procedure whereby technicians at each of the Stations may express in writing or electronically (at a designated work station) to station management their availability/unavailability for overtime work on a weekly basis. Prior to adoption of the procedure, CBS will inform the EEOC of the specific mechanism(s) being used for this purpose. CBS agrees to consider those who have responded to this procedure when making these assignments, and will also consider the results of the most recent survey attached as Exhibit C.

18. CBS will post notices in conspicuous areas accessible to all employees at the Stations concerning training opportunities for technicians, including the procedures for obtaining such training. CBS will consider the results of the most recent survey attached as Exhibit C and will post when making such training opportunities available, but may also consider and may select a technician who did not respond to the survey.

SCB

^%iS

lpjp?:

At the end of one year from the effective date of this Decree and at yearly intervals thereafter until the expiration of this Decree, CBS shall submit a Report to EEOC which contains the following:

- a) For technician positions at the Stations, written job descriptions, internal job postings and outside job advertisements and other recruitment notices, if any. If any professionally-conducted job analyses have been or are conducted, CBS will also provide documentation, if any, of job requirements identified by such analyses, and technical reports underlying such analyses. CBS will also provide documentation of career ladders, if any such documents exist.
- b) Documentation, if any, of qualifications of individual applicants for vacant technical employee positions referred to in paragraph 12* above, including but not limited to prior job experience (including job title, grade level, supervisory or managerial responsibilities, and pay rates), special skills, training, education, awards, and other performance measures, if any.
- c) Documentation, if any, identifying the content and job-relatedness of training courses provided by CBS (either internally or through outside vendors) pursuant to paragraph 13, above.
- d) For each vacant technical employee position (including but not limited to those referred to in paragraph 12* above) which is filled, written applications for that position, including but not limited to the name, title, position number, sex, job title, and other information of the applicant, and the name, title, position number, sex, job title, and other information of the technician(s) who filled that position, including but not limited to the name, title, position number, sex, job title, and other information of the applicant, and the name, title, position number, sex, job title, and other information of the technician(s) who filled that position.

life":-the job, salary and, if previously employed by CBS, previous position and

^previous salary.

e) For each technical employee at the Stations: name, social security number, sex,
- job title, location of the job, work shift, date of placement in the job, annual base
salary, overtime earnings and total earnings (for most recent calendar year,

f) The number of written complaints, formal or informal, received by CBS from
technicians at the Stations regarding harassment, discrimination or retaliation, and
for each complaint: the identity of the complainant, the date of the complaint, the
identity of the person conducting the investigation, the nature of the complaint,
the general nature of the outcome of any investigation, and whether any discipline
was imposed.

If any of the above information is available as computerized database(s), it should be provided to
EEOC in its entirety and in electronic format, and shall identify any coded information in that
database(s). Before providing electronic databases, CBS shall contact EEOC concerning
acceptable formats. EEOC retains the right to reject as unacceptable any database provided by
CBS without prior authorization.

2(J)- EEOC may monitor CBS's compliance with Title VII and this Decree by inspection of
CBS's premises and records not protected from disclosure by the attorney-client or attorney work
product privileges, as well as by interviewing current or former employees;

KW^,
& ^ | 1 ^ ^ "-.; Each party shall bear its own attorneys* fees and costs incurred^in this action,- &jM

mmmm^&^^"----- s-fi^^im

This decree constitutes the complete understanding among the parties. No other
arrangements/agreements shall be binding unless agreed to in writing and signed by these parties.

This Decree will remain in effect for four years from the date of entry.

Dated: New York, NY
October 18, 2000

f. & O

J Katherine E. Bissell
Acting Regional Attorney
FOR PLAINTIFF EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
New York District Office
7 World Trade Center, 18th Floor
New York, NY 10048
(212)748-8512

NY
October 18, 2000

PROSKAUER ROSE LLP

-f a/z*^

Bettina B. Plevan
Attorneys for CBS
1585 Broadway
New York, NY 10036-8299
(212) 969-3065

SO ORDERED:



11.. v •

%&&* !.vi-;
tpf&&-;fc
\$<Bs ? f''^
E&f- AVIATAA
HS^&f?9
fe^
mmss@;mis