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U.S. DISTRICT COURT

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TX EASTERN-BEAUMONT

§ 87(2)(b)

and

Intervenors

V.

Civil Action No. 1:00CV-598
JURY

Defendant.

Judge Heartfield

The Equal Employment Opportunity Commission (“Commission” or “EEOC”) alleges that Defendant Trinity Industries, Inc. (“Trinity”), violated Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991. The EEOC's lawsuit alleges that Defendant engaged in unlawful race discrimination, since at least September 1998, by failing to promote, hire, or transfer African-Americans -- because of their race -- to the Quality Assurance department of Trinity Plant #118.

Defendant denies Plaintiff's allegations. This Decree does not constitute an admission by Trinity of any liability or wrongdoing. Trinity expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended.

EEOC and Trinity stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

56

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of the EEOC's claims in this lawsuit, Civil Action No. 1:00CV598, and in EEOC Charge Nos. 330-99-2780, 330-99-2781, and 330-A1-0194. The EEOC agrees that it shall not bring further suit or intervene in any suit against Trinity based upon the above-referenced discrimination charges, any of the allegations contained therein, the EEOC's investigation of the charges or the underlying facts.

2. Trinity Industries, Inc. ("Trinity"), agrees that it will not engage in any employment practices which violate Title VII by unlawfully discriminating against any individual because of such individual's race.

3. Trinity acknowledges that Title VII prohibits retaliation against any individual who opposes any practice made an unlawful employment practice by Title VII, or against any individual who has provided testimony or evidence related to the EEOC's allegations in this lawsuit or to the investigation of EEOC Charge Nos. 330-99-2780, 330-99-2781, and 330-A1-0194.

4. Within ten (10) days after entry of this Consent Decree, a non-discrimination notice will be posted at Trinity Industries Plant #118 for a period of one hundred eighty (180) days after the entry of this Consent Decree. A copy of this notice is attached hereto as Exhibit "A". The notice will be posted in a location, to be agreed upon by the parties, which is conspicuous and accessible to all employees. Trinity shall designate a manager, whose name will be provided to the EEOC, who will be responsible for ensuring that the notice remains posted during the period specified in this paragraph.

5. Within sixty (60) days after the Court's entry of this Consent Decree, James P. Calfee, Jr., Jeffrey Scott Davis, Anthony Perkins, Darrell G. Ferguson, Shamsia Elliott, and any other Human Resources personnel assigned to Trinity Plant #118 will receive training on federal anti-discrimination laws, including Title VII. The training shall include specific instruction on avoiding unlawful discrimination based on race in hiring and promotion decisions. Prior to such training session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a statement listing the date on which the training was completed; the names of the attendees; their job titles; and all topics in the training presentation outline that were covered.

6. In exchange for a general release, Trinity agrees to pay Tommy L. Breed TWENTY EIGHT THOUSAND DOLLARS (\$28,000.00), less deductions and withholdings required by law. Within ten (10) calendar days from the date of entry of this Decree, Trinity shall send a check in the amount of \$28,000.00, less deductions and withholdings required by law, to Tommy L. Breed. The check shall be mailed via certified mail, return receipt requested, to Mr. Breed at the following address: Tommy L. Breed, 5550 Folsom Drive #191, Beaumont, Texas 77706. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attention: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

7. In exchange for a general release, Trinity agrees to pay Kenneth Bettis THIRTY-TWO THOUSAND DOLLARS (\$32,000.00), less deductions and withholdings required by law. Within ten (10) calendar days from the date of entry of this Decree, Defendant shall send a check in the amount of \$32,000.00, less deductions and withholdings required by law, to Kenneth Bettis. The check shall be mailed via certified mail, return receipt requested, to Mr. Bettis at the

following address: Kenneth Bettis, 2745 Virgil Street, Beaumont, Texas 77703. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attention Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

8. If a Quality Assurance Inspection "A" position for Exterior Paint at Plant #118 becomes vacant within six (6) months after the date of entry of this Decree, Trinity will send to Mr. Bettis a copy of the job posting for the position. The posting shall be mailed via certified mail, to the address listed in the preceding paragraph, at least ten (10) calendar days prior to the date on which the job vacancy will close. Trinity will offer the position to Kenneth Bettis, if he is the most qualified applicant, with all other terms and conditions which would normally apply. For purposes of benefits and service, Kenneth Bettis's service shall be deemed to have continued throughout the years 2000 and 2001, with no broken service. Mr. Bettis must accept such offer within ten (10) calendar days from the date the offer is made to him. If Mr. Bettis chooses not to accept the offer, Trinity will not be obligated to offer Mr. Bettis a second Quality Assurance Inspector position. If a Quality Assurance Inspection "A" position for Exterior Paint at Plant #118 becomes vacant within six (6) months after the date of entry of this Decree and Trinity does not select Mr. Bettis for the position, despite Mr. Bettis having applied for the position, Trinity will send to the EEOC a written explanation of why he was not selected, as well as a copy of the application, resume, or other application materials of the selected candidate.

9. Trinity agrees to fund six (6) academic scholarships for Welding Technology Certification at the Lamar Institute of Technology ("Lamar"). These scholarships shall be targeted for socio-economically disadvantaged students from Central High School in the Beaumont Independent School District. Student selection for these scholarships -- two

scholarships in each of the next three academic school years -- shall be made by the Scholarship Committee of Lamar and funded by Trinity. Trinity agrees to make payment directly to Lamar on or about September 1, 2001, 2002, and 2003. A copy of the payment check shall be sent to the Equal Employment Opportunity Commission, attention: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. The scholarship amount shall not exceed \$2,400.00 per student.

10. A copy of this Consent Decree shall be given to all Human Resources Managers and Plant Managers at Trinity's Railcar Division Plant #118 in Beaumont, Texas. The Human Resources Managers and Plant Managers shall sign a form acknowledging receipt of a copy of this Decree. A copy of each acknowledgment of receipt form shall be sent to the Commission at the following address: Equal Employment Opportunity Commission, attention: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. The forms will be returned to the Commission within twenty (20) days of the entry of this Consent Decree.

11. Trinity agrees to segregate in a separate, confidential folder all documents related to the Commission's lawsuit and to the charges of discrimination filed by Mr. Bettis or Mr. Breed. These documents shall not be part of the personnel files of Mr. Bettis or Mr. Breed. Further, Trinity agrees not to reference any of the following to any potential employer of Mr. Breed or Mr. Bettis: their charges of discrimination, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit.


12. Upon the Court's entry of the Consent Decree, the EEOC and Trinity will issue a statement, the contents of which shall be agreed upon by the parties. The EEOC's Houston District Office, its attorneys, and Trinity's representatives agree to provide to third parties,

including members of the press and the media, no information which is inconsistent with the agreed statement and the Consent Decree.

13. This Decree shall remain in effect for two (2) years from the date of signing. During such time, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be necessary or appropriate.

14. This parties shall bear their own costs and attorneys' fees.

Signed on this 15th day of June, 2001.


THAD HEARTFIELD
UNITED STATES DISTRICT JUDGE



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office

1919 Smith St, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3372
FAX: (713) 209-3381
LEGAL: (713) 209-3401

NOTICE
PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964,
and THE CIVIL RIGHTS ACT OF 1991

1. Federal law requires, and Company policy provides, that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, disability or age with respect to compensation, hiring, promotions, or other terms, conditions or privileges of employment.
2. TRINITY INDUSTRIES, INC., supports and will comply with such Federal law in all respects and will not retaliate against employees who have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving a settlement of such charges.
3. Any applicant or employee who wishes to complain of illegal discrimination is advised to report such complaint to Darrell Ferguson, Human Resources Manager, to the Plant Manager, or to such other official as the company may designate from time to time. Also, employees who believe they have been subjected to illegal employment discrimination can contact the Equal Employment Opportunity Commission.

SIGNED this _____ day of _____, 2001.

Jamie Calfee, Plant Manager
Trinity Industries, Inc. - Beaumont, Texas

This NOTICE shall be posted for one hundred eighty (180) days
from the date of signing.

Exhibit "A"