

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
ENTERED

OCT 31 2000

Michael N. Milby, Clerk of Court

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES COURTS
SOUTHERN DISTRICT OF TEXAS
FILED

OCT 24 2000 6:20

U.S. COURTS
SOUTHERN DISTRICT OF TEXAS
MICHAEL N. MILBY, CLERK OF COURT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

AMOCO CHEMICAL COMPANY, INC., and
BP AMOCO CORP.,

Defendants.

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CIVIL ACTION NO. H-99-1414

JURY TRIAL

CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission" or "EEOC") alleges that Defendants Amoco Chemical Company, Inc., and BP Amoco Corp. (collectively "Amoco") are legally responsible for age discrimination, in violation of the Age Discrimination in Employment Act of 1967, as amended ("ADEA"). The EEOC's lawsuit alleges that Defendants unlawfully discriminated against individuals age 40 and older who applied for machinist positions at Amoco's Texas City, Texas, chemical plant. Defendants deny the lawsuit's allegations.

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

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in

this lawsuit, Civil Action No. H-99-1414, and in EEOC Charge Nos. 330-98-0137 and 330-98-1864.

2. Amoco agrees that it will not engage in any employment practices which violate the ADEA by unlawfully discriminating against any individual because of such individual's age.

3. Amoco agrees that it will not retaliate against any individual who opposes any practice made an unlawful employment practice by the ADEA, or against any individual who has provided testimony or evidence related to this lawsuit or to the investigations of EEOC Charge Nos. 330-98-0137 and 330-98-1864.

4. Within sixty (60) days after the Court's entry of this Consent Decree, all Human Resources employees at Amoco's Texas City, Texas, chemical plant will receive training on federal anti-discrimination laws, including the ADEA. The training shall include specific instruction on avoiding unlawful discrimination based on age. 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 all attendees, their job titles; and all topics in the training presentation outline that were covered.

5. All Amoco employees who interview candidates for positions at Amoco's Texas City, Texas, chemical plant shall have

received training on federal anti-discrimination laws, including the ADEA, within three (3) months prior to their participation in any interview process. Amoco shall provide to the EEOC, on a semi-annual basis beginning six (6) months after the entry of this Decree, a report listing the employees who have served as interviewers for positions in Texas City in the six (6) months preceding the date of the report. The report shall also include the dates on which these interviewers received their most recent anti-discrimination training. These reports shall be sent to the EEOC until the expiration of this Decree, which as specified in paragraph 8, infra, shall be three (3) years from the date of signing.

6. Within ten (10) calendar days from the date of entry of this Decree, Defendants agree to pay the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to resolve claims for back pay, front pay, and other monetary relief brought by the EEOC on behalf of the class of individuals referenced in the EEOC's Original Complaint. The \$100,000.00 will be disbursed to the following individuals: Carl J. McGee, Miguel Duran, J.R. Harper, Frank N. Rodriguez, and Jeffery L. Brown. The shares of this monetary amount to be received by each of these individuals shall be determined at the discretion of the EEOC, and Amoco shall send payment checks to each of these individuals in accordance with instructions from the EEOC. The payment checks shall be for the

amounts specified by the EEOC, less any applicable withholdings. A copy of each payment check shall be sent concurrently to the EEOC at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

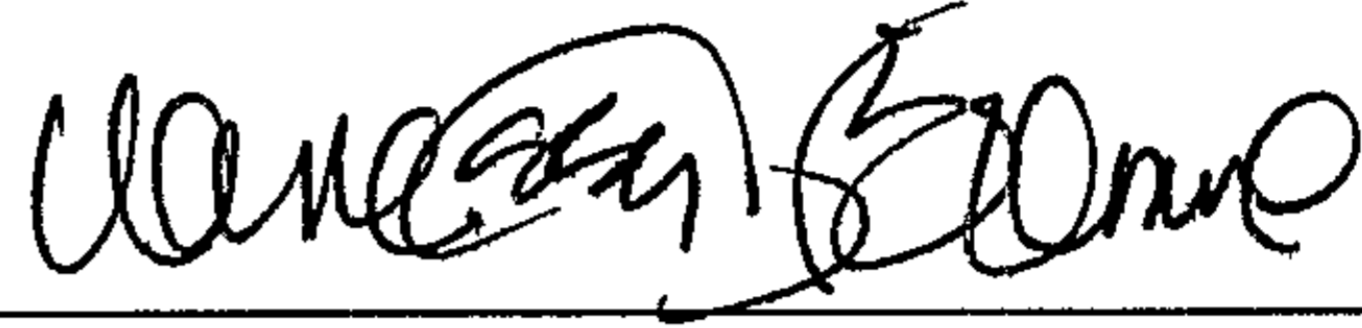
7. Within ten (10) calendar days of the date of entry of this Decree, Amoco will send to Frank N. Rodriguez a written offer of employment for a position as a Machinist at one of Amoco's facilities in Texas City, Texas. This offer shall be mailed to Mr. Rodriguez at the following address: Frank N. Rodriguez, 8223 Weatherby Lane, Houston, Texas 77075, with a copy sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Mr. Rodriguez must accept Amoco's offer of employment within thirty (30) calendar days from the date of entry of this Consent Decree. If Mr. Rodriguez chooses not to accept the offer, Amoco will not be obligated to offer Mr. Rodriguez a second Machinist position. However, Mr. Rodriguez will be eligible to apply for any subsequent positions with Amoco for which he may be qualified.

8. This Decree shall remain in effect for three (3) 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.

9. The parties shall bear their own costs and attorney's fees.

Signed on this 20th day of October, 2000.



VANESSA D. GILMORE
UNITED STATES DISTRICT JUDGE