

**Office of Administrative Law Judges;
Consent Decree**

This Consent Decree (hereinafter "Consent Decree" or "Decree") is entered into between the Plaintiff, United States Department of Labor, Office of Federal Contract Compliance Programs (hereinafter "OFCCP"), and Defendant BFI Waste Services, LLC (hereinafter "BFI" or "Defendant"), in resolution of the Administrative Complaint filed by OFCCP pursuant to Executive Order 11246 (30 FR 12319), as amended by Executive Order 11375 (32 FR 14303) and Executive Order 12086 (43 FR 46501) ("Executive Order"). The Administrative Complaint alleged that Defendant violated the terms of a Conciliation Agreement that was executed by Defendant and OFCCP and that became effective in March 2000.

Part A. General Provisions

1. The record on the basis of which this Consent Decree is entered shall consist of the Complaint and the Consent Decree and the attachments thereto.
2. Attachment A of the Consent Decree consists of the Conciliation Agreement between OFCCP and Defendant which became effective in March 2000.
3. This Consent Decree shall not become final until it has been signed by the Administrative Law Judge, and the effective date of the Decree shall be the date it is signed by the Administrative Law Judge.
4. This Consent Decree shall be binding upon Defendant and any and all purchasers, successors, assignees, and/or transferees, and shall have the same force and effect as an order made after a full hearing.
5. All further procedural steps to contest the binding effect of the Consent Decree, and any right to challenge or contest the obligations entered into in accordance with the agreement contained in this Decree, are waived by the parties, except as provided hereunder.
6. Subject to the performance by Defendant of all duties and obligations contained in this Consent Decree, all alleged violations identified in the Administrative Complaint shall be deemed fully resolved. However, nothing herein is intended to relieve Defendant from compliance with the requirements of Executive Order 11246, Section 503 of the Rehabilitation Act, the Vietnam Era Veterans' Readjustment and Assistance Act, or their regulations, nor to limit OFCCP's right to review Defendant's compliance with such requirements.

7. Defendant agrees that there will be no retaliation of any kind against any beneficiary of this Consent Decree, or against any person who has provided information or assistance in connection with this Decree.

8. Defendant denies that it violated Executive Order 11246.

9. Defendant does not admit any violation of law or obligation. The parties agree that this Consent Decree is not, and may not be used, as an admission of any violation by Defendant, or as a basis for asserting Defendant's noncompliance with any labor and employment law, rules, or regulations, except for any action initiated pursuant to Paragraphs 27 to 30 of this Decree.

Part B. Jurisdiction and Procedural History

10. In its initial compliance review of Defendant in November 1999, OFCCP identified three violations of Executive Order 11246.

11. In March 2000, OFCCP and Defendant entered into a Conciliation Agreement to resolve the three violations.

12. Defendant was obligated to correct three alleged violations under the Conciliation Agreement, including: (1) Defendant's failure to provide accurate applicant flow data in support of its Affirmative Action Program; (2) Defendant's failure to offer equal employment opportunity to an applicant, Ms. Julie Ann Dunlap, for a position in the office and clerical job group; and (3) Defendant's failure to make good faith efforts to develop and execute an affirmative action plan to recruit women for the underutilized craftworker and laborer job groups.

13. The Conciliation Agreement obligated Defendant to provide two annual reports to enable OFCCP to monitor the company's compliance with the terms of the Conciliation Agreement. After Defendant submitted the first of the two reports, OFCCP determined that Defendant failed to comply with two provisions of the Conciliation Agreement. Specifically, OFCCP found that Defendant failed to (1) offer a customer service position to Ms. Julie Ann Dunlap with retroactive seniority and vesting status dating back to September 8, 1998, as well as a check for \$32,708.98 in back pay and interest through December 31, 1999; and (2) provide the specified recruitment sources with timely notice of its employment opportunities in the craftworker and laborer job groups.

14. Defendant contends that it made good faith efforts to offer Ms. Julie Ann

Dunlap employment, but that Ms. Dunlap never responded.

Part C. Specific Provisions*Job Offer to Ms. Julie Ann Dunlap*

15. If Ms. Dunlap executes and returns the General Release and Covenant Not to Sue described in paragraph 16 below, Defendant will offer the next available full-time customer service position at its Baltimore, Maryland facility to Ms. Julie Ann Dunlap as set forth below. The terms of this job offer will include retroactive seniority and vesting status dating back to September 8, 1998, the date of Ms. Dunlap's original application. The job offer will be made in writing by certified mail, return receipt requested, and will describe the job title, rate of pay, job site, description of job benefits, start date, expected duration of the job, and will specify a time period of at least two weeks for Ms. Dunlap to respond to the employment offer. The written job offer will explicitly state that it includes retroactive seniority and vesting status dating back to September 8, 1998. If Ms. Dunlap's address is unknown, Defendant will make all reasonable efforts to obtain Ms. Dunlap's current address. When Ms. Dunlap's current address is obtained, BFI will offer her the next available full-time customer service position. If Ms. Dunlap does not respond or execute and return the General Release and Covenant Not to Sue described in paragraph 16 below to "BFI Waste Services, L.L.C., at 260 West Dickman Street, Baltimore, Maryland 21230, Attn: Bill Booth, General Manager", within (14) days of receiving the offer, Defendant's hiring obligation hereunder shall cease. Defendant's hiring obligation will also cease if Ms. Dunlap fails the drug screen or the background check (consisting of a check of criminal records and references). Defendant affirms that these screens are administered to all applicants for customer service positions, and will be handled in a non-discriminatory manner and in accordance with policy and procedure. If Defendant determines that the results of Ms. Dunlap's drug screen or background check preclude her from employment, Defendant will provide information and documentation to OFCCP demonstrating that the failure to hire Ms. Dunlap is non-discriminatory and consistent with Defendant's policies and practices. Defendant will provide the name, job title, and business telephone number of each employee who made, or