

contributed to, the decision not to hire Ms. Dunlap. Defendant agrees that OFCCP may review compliance with this Paragraph, and will provide OFCCP within a reasonable time with all documents that are reasonable and are requested by OFCCP. Defendant also agrees that, upon reasonable advance notice, OFCCP may come onsite at the BFI 260 West Dickman Street, Baltimore, Maryland facility as is necessary to review compliance with this Paragraph.

#### *Monetary Relief to Ms. Julie Ann Dunlap*

16. Within 10 days of the date upon which it receives a fully executed copy of this Decree, Defendant will send Ms. Dunlap by certified mail, return receipt requested the letter contained in Attachment B, along with a W-4 form and a General Release and Covenant Not to Sue, and ask that she complete both and return them at the address specified in the letter to Defendant within 14 days of her receipt thereof (as determined by the date she signs the return receipt card). Within 10 days of receiving the completed W-4 form and executed General Release and Covenant Not to Sue, Defendant will submit by certified mail, return receipt requested two checks to Ms. Julie Ann Dunlap in the

total amount of \$44,838.91 minus legal payroll deductions. The parties agree that this payment represents back pay (the first check) and interest (the second check) due to Ms. Dunlap for the period of September 8, 1998, to December 31, 2002. For tax purposes, the parties agree that \$35,289.58 of the total payment represents back pay and the remaining \$9,549.33 represents interest.

17. If Ms. Dunlap's address is unknown as of 10 days from the date upon which Defendant receives a fully executed copy of this Decree, Defendant will deposit the check for Ms. Dunlap into an interest bearing escrow account at that time. Defendant and OFCCP, jointly, will make all reasonable efforts to obtain Ms. Dunlap's current address. Defendant will pay Ms. Dunlap the balance of the escrow account, including accrued interest, within 10 days of the date upon which Defendant receives a completed W-4 form and the executed General Release and Covenant Not to Sue. In the event Ms. Dunlap does not receive the letter from BFI, the money shall remain in the escrow account until the cessation of the term of this Consent Decree. At the cessation of the term of the Consent Decree, the escrow account shall revert to the

Department of Labor, which will maintain the escrow account for Ms. Dunlap's benefit. If Ms. Dunlap is located thereafter, the Department of Labor will tender the money to Ms. Dunlap upon receipt of the executed General Release and Covenant Not to Sue, which it will forward to Defendant.

#### *Recruitment Efforts*

18. For a period of two years from the effective date of this Consent Decree, Defendant agrees to notify the recruitment and community agencies listed on page 11 of the Conciliation Agreement at least two weeks before interviewing is initiated for positions in the craftworker and laborer job groups. Defendant shall inform such recruitment sources of the minimum job qualifications required, wages, closing date for the vacancy, a job description, and the application procedures.

#### *Reporting Requirements*

19. Defendant agrees to provide reports to the U.S. Department of Labor, Office of the Solicitor, Division of Civil Rights, 200 Constitution Avenue NW., Room N-2464, Washington, DC 20210. Defendant will file a total of four reports according to the following schedule:

Report number	Covering period	Due to be sent
	(after effective date of Consent Decree)	
1 .....	Days 1-60 .....	Day 90.
2 .....	Days 61-120 .....	Day 150.
3 .....	Days 121-360 .....	Day 390.
4 .....	Days 361-720 .....	Day 750.

The reports will include documentation verifying the following information:

a. Defendant's job offer to Ms. Dunlap; or, if Ms. Dunlap is not hired due to the results of a drug screen and/or background check, Defendant will provide the information specified in Paragraph 15 of this Decree;

b. Defendant's deposit of monetary relief into an interest bearing escrow account, if Ms. Dunlap's address is unknown or she does not respond, send a W-4 form or execute the General Release and Covenant Not to Sue, including a statement of the balance of the account;

c. Defendant's payment of monetary relief to Ms. Dunlap when (and if) her current address is obtained, including the address to which the check was sent, the amount of the check, the date on which the check was mailed, and documentation verifying payment on the check; and

d. Defendant's good faith efforts to recruit and hire women in the craftworker and laborer job groups. Such documentation shall include, but shall not be limited to copies of letters sent to recruitment sources and an applicant log for positions in the craftworker and laborer job groups, specifying the name, gender, position applied for, job group number, date of application, referral source, and disposition of each applicant.

#### *Debarment*

20. The Office of Administrative Law Judges shall retain jurisdiction in this case for a period of two years from the effective date of this Consent Decree.

21. Defendant's 260 West Dickman Street, Baltimore, Maryland facility (Division #050) agrees not to bid for or enter into Government contracts or subcontracts for a period of one-hundred and eighty (180) days from the effective date of this Consent Decree.

This debarment period shall be effective against the officers, agents, servants, employees, successors, divisions, subsidiaries, and persons in active concert or participation with Defendant's 260 West Dickman Street, Baltimore, Maryland facility (Division #050). During the debarment period, no BFI facility will enter into any Government contracts or subcontracts that BFI's 260 West Dickman Street, Baltimore, Maryland facility (Division #050) would have otherwise bid for and entered into during the debarment period.

22. Notice of the debarment of "BFI's 260 West Dickman Street, Baltimore, Maryland facility (Division #050)" shall be printed in the **Federal Register**. In addition, OFCCP shall notify the Comptroller General of the United States General Accounting Office and all Federal Contracting Officers that "BFI's 260 West Dickman Street, Baltimore,