



**Issue Date: 11 January 2007**

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*In the Matter of:*

OFFICE OF FEDERAL CONTRACT  
COMPLIANCE PROGRAMS, UNITED  
STATES DEPARTMENT OF LABOR,  
Plaintiff,

Case No. 2006-OFC-2

v.

THE GOODYEAR TIRE & RUBBER COMPANY,  
Defendant.

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### **ORDER APPROVING CONSENT DECREE**

Pursuant to 41 C.F.R. § 60-30.13, United States Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and The Goodyear Tire & Rubber Company ("Goodyear") submitted a proposed Consent Decree and Order on December 5, 2006, for the undersign Administrative Law Judge's approval. Subsequently, on December 8, 2006, an email between counsel for OFCCP and special counsel for the United Steelworkers ("USW") was submitted by the special counsel requesting a copy of the proposed Consent Decree and time to decide whether the USW would have any objections to the Consent Decree. A conference call with counsel for the parties and the USW was held on December 11, 2006, to discuss USW's position. Counsel for USW requested additional time to review the proposed Consent Decree and any pertinent documents to determine whether USW had any objections. The USW's request was granted by Order dated December 11, 2006, as the USW was given until December 18, 2006 to file any objections to the proposed consent decree.

By facsimile dated December 28, 2006, the undersigned was provided a copy of an e-mail from special counsel for the USW to counsel to the parties stating that the USW had no plans to intervene or take a position on the proposed Consent Decree but encouraged the parties "to get the views of USW and local 831 Officers on the items in the decree before asking ALJ Burke to approve the decree."

OFCCP responded to the e-mail correspondence of the special counsel by letter received on January 8, 2007 requesting that the Consent Decree be considered and approved without delay as further discussion by the parties with USW representatives would be unnecessary and only delay implementation of the Consent Decree's terms. OFCCP asserts that the Consent Decree contains no provision that implicates a legally recognized interest of the USW as the

terms of the Consent Decree, including hiring of female Class Members, are “specifically ‘subject to the provisions of any applicable collective bargaining agreement, including provisions pertaining to hourly employees’ recall rights, preferential hiring rights, and similar collective bargained provisions.’” OFCCP argues that the applicable procedural rules, 41 C.F.R. § 60-30.24(a)(1), limit the right of a labor organization to intervene as a party to when compliance with a consent decree would necessitate a revision to the collective bargaining agreement. OFCCP concludes that since the Consent Decree does not necessitate a revision of the collective bargaining agreement and does not impinge on the rights of any unionized employee, it does not see any purpose in continuing discussions with the USW.

### **ORDER**

After due consideration of the aforesaid, and after a review of the provisions of the Consent Decree shows that they are in compliance with 41 C.F.R. § 60-30.13(d) and that they fairly and adequately resolve all pending issues in this matter, it is hereby **ORDERED** that the Consent Decree is **APPROVED** in its entirety.

**A**  
THOMAS M. BURKE  
Associate Chief Administrative Law Judge