



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Office of Federal Operations**  
**P.O. Box 77960**  
**Washington, DC 20013**

[REDACTED]  
Denis C.,<sup>1</sup>  
Complainant,

v.

Megan J. Brennan,  
Postmaster General,  
United States Postal Service  
(Southern Area),  
Agency.

Appeal No. 2019002356

Agency No. 4W-047-0005-18

**DECISION**

Complainant filed a timely appeal with the Equal Employment Opportunity Commission (EEOC or Commission) from a final decision by the Agency dated December 12, 2018, finding that it was in compliance with the terms of a November 7, 2018 settlement agreement. See 29 C.F.R. § 1614.402; 29 C.F.R. § 1614.504(b); and 29 C.F.R. § 1614.405.

**BACKGROUND**

On November 7, 2018, Complainant and the Agency entered into a settlement agreement to resolve a matter which had been pursued in the EEO process. The November 7, 2018 settlement agreement provided, in pertinent part, that:

2. Management will conduct a stand-up meeting with all employees of the facility regarding the current Shoe Policy dated November 5, 2018 within ten (10) days of today [November 7, 2018].

By letter to the Agency dated December 1, 2018, Complainant alleged breach of provision 2. Specifically, Complainant alleged that the supervisor did not conduct a stand-up meeting with all employees regarding the current shoe policy within ten days of the signing of the November 7, 2018 settlement agreement.

---

<sup>1</sup> This case has been randomly assigned a pseudonym which will replace Complainant's name when the decision is published to non-parties and the Commission's website.

In its December 12, 2018 final decision, the Agency found no breach of provision 2. The Agency noted that according to Complainant's supervisor, he acknowledged that the meeting should have been conducted by the November 17, 2018 deadline but he was out of work from November 13, 2018 through November 16, 2018 due to illness. The supervisor stated, however, he conducted the stand-up meeting after returning to work on November 20, 2018.

In support of his contentions, the supervisor submitted a copy of the safety talk attendance roster for the November 20, 2018 stand-up meeting regarding the shoe policy. The supervisor also noted that Complainant was present but refused to sign as attending the meeting.

The instant appeal followed.

### ANALYSIS AND FINDINGS

EEOC Regulation 29 C.F.R. § 1614.504(a) provides that any settlement agreement knowingly and voluntarily agreed to by the parties, reached at any stage of the complaint process, shall be binding on both parties. The Commission has held that a settlement agreement constitutes a contract between the employee and the Agency, to which ordinary rules of contract construction apply. See Herrington v. Dep't of Def., EEOC Request No. 05960032 (December 9, 1996). The Commission has further held that it is the intent of the parties as expressed in the contract, not some unexpressed intention, that controls the contract's construction. See Eggleston v. Dep't of Veterans Affairs, EEOC Request No. 05900795 (August 23, 1990). In ascertaining the intent of the parties with regard to the terms of a settlement agreement, the Commission has generally relied on the plain meaning rule. See Hyon O v. U.S. Postal Serv., EEOC Request No. 05910787 (December 2, 1991). This rule states that if the writing appears to be plain and unambiguous on its face, its meaning must be determined from the four corners of the instrument without resort to extrinsic evidence of any nature. See Montgomery Elevator Co. v. Building Eng'g Servs. Co., 730 F.2d 377 (5th Cir. 1984).

In the instant case, we note that provision 2 imposed upon the Agency the following affirmative obligation: to assure that management would conduct a stand-up meeting with all employees of the facility regarding the current shoe policy dated November 5, 2018 within 10 days of the November 7, 2018 settlement agreement.

We find that the Agency has complied with provision 2. We acknowledge that the supervisor conducted a stand-up meeting regard the current shoe policy on November 20, 2018. The Commission, however, has found that brief failure to satisfy a time frame specified in a settlement agreement does not prevent a finding of substantial compliance of its terms, especially when all required actions were subsequently completed. See Mopsick v. Department of Health and Human Services, EEOC Appeal No. 0120073654 (August 17, 2009) (citing Lazarte v. Department of Interior, EEOC Appeal No. 01954274 (April 25, 1996)).

## CONCLUSION

The Agency's final decision finding no breach of provision 2 of the November 7, 2018 settlement agreement is **AFFIRMED**.

## STATEMENT OF RIGHTS - ON APPEAL

### RECONSIDERATION (M0617)

The Commission may, in its discretion, reconsider the decision in this case if the Complainant or the Agency submits a written request containing arguments or evidence which tend to establish that:

1. The appellate decision involved a clearly erroneous interpretation of material fact or law; or
2. The appellate decision will have a substantial impact on the policies, practices, or operations of the Agency.

Requests to reconsider, with supporting statement or brief, must be filed with the Office of Federal Operations (OFO) **within thirty (30) calendar days** of receipt of this decision. A party shall have **twenty (20) calendar days** of receipt of another party's timely request for reconsideration in which to submit a brief or statement in opposition. See 29 C.F.R. § 1614.405; Equal Employment Opportunity Management Directive for 29 C.F.R. Part 1614 (EEO MD-110), at Chap. 9 § VII.B (Aug. 5, 2015). All requests and arguments must be submitted to the Director, Office of Federal Operations, Equal Employment Opportunity Commission. Complainant's request may be submitted via regular mail to P.O. Box 77960, Washington, DC 20013, or by certified mail to 131 M Street, NE, Washington, DC 20507. In the absence of a legible postmark, the request to reconsider shall be deemed timely filed if it is received by mail within five days of the expiration of the applicable filing period. See 29 C.F.R. § 1614.604. The agency's request must be submitted in digital format via the EEOC's Federal Sector EEO Portal (FedSEP). See 29 C.F.R. § 1614.403(g). The request or opposition must also include proof of service on the other party.

Failure to file within the time period will result in dismissal of your request for reconsideration as untimely, unless extenuating circumstances prevented the timely filing of the request. Any supporting documentation must be submitted with your request for reconsideration. The Commission will consider requests for reconsideration filed after the deadline only in very limited circumstances. See 29 C.F.R. § 1614.604(c).

### COMPLAINANT'S RIGHT TO FILE A CIVIL ACTION (S0610)


You have the right to file a civil action in an appropriate United States District Court **within ninety (90) calendar days** from the date that you receive this decision. If you file a civil action, you must name as the defendant in the complaint the person who is the official Agency head or

department head, identifying that person by his or her full name and official title. Failure to do so may result in the dismissal of your case in court. “Agency” or “department” means the national organization, and not the local office, facility or department in which you work. If you file a request to reconsider and also file a civil action, **filing a civil action will terminate the administrative processing of your complaint.**

RIGHT TO REQUEST COUNSEL (Z0815)

If you want to file a civil action but cannot pay the fees, costs, or security to do so, you may request permission from the court to proceed with the civil action without paying these fees or costs. Similarly, if you cannot afford an attorney to represent you in the civil action, you may request the court to appoint an attorney for you. **You must submit the requests for waiver of court costs or appointment of an attorney directly to the court, not the Commission.** The court has the sole discretion to grant or deny these types of requests. Such requests do not alter the time limits for filing a civil action (please read the paragraph titled Complainant’s Right to File a Civil Action for the specific time limits).

FOR THE COMMISSION:



\_\_\_\_\_  
Carlton M. Hadden, Director  
Office of Federal Operations

April 26, 2019

Date