



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

[REDACTED]
Jenna P.,¹
Complainant,

v.

Louis DeJoy,
Postmaster General,
United States Postal Service
(Field Areas and Regions),
Agency.

Appeal No. 2024005094

Agency No. 4B-100-0096-24

DECISION

Complainant filed an appeal with the Equal Employment Opportunity Commission (EEOC or Commission) from a final decision by the Agency dated August 15, 2024, finding that it was in compliance with the terms of the Settlement Agreement into which the parties entered. See 29 C.F.R. § 1614.402; 29 C.F.R. § 1614.504(b); and 29 C.F.R. § 1614.405. For the following reasons, we AFFIRM the Agency's final decision.

ISSUE PRESENTED

The issue presented is whether the Agency properly determined that it did not breach the Settlement Agreement as alleged.

¹ 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.

BACKGROUND

At the time of events giving rise to this complaint, Complainant worked as a City Letter Carrier at the Agency's Gravesend Station located in Brooklyn, New York.

Believing that the Agency subjected her to unlawful discrimination, Complainant contacted an Agency EEO Counselor to initiate the EEO complaint process. On April 23, 2024, Complainant and the Agency entered into a settlement agreement to resolve the matter. The settlement agreement provided, in pertinent part, that:

- (1) Complainant will update the route edit book to reflect the actual delivery order on Route 17 that she is using now.
- (2) After the route edit book is completed and new labels installed, Management will collect six weeks of data on Complainant's route times.
- (3) If the data reflects that Complainant needed overtime often in order to complete the route, Management will request that a Special Route Inspection be conducted.
- (4) During the six weeks of data collection, Counselor will be eligible for overtime for Route 17 as well as for Overtime on her scheduled days off. As always, overtime is dependent on the needs of the Postal Service and appropriate use of the Overtime List.

By letter to the Agency dated July 16, 2024, Complainant alleged that the Agency was in breach of the settlement agreement and requested that the Agency implement its terms. Specifically, Complainant alleged that the Agency violated provisions 1 and 4 of the settlement agreement when:

[O]n June 7, 2024, management installed the new labels on [Complainant's] case. Item one reads, [Complainant] will update the route edit book to reflect the actual delivery order on Route 17 that she is using now. This should have been [Complainant] that installed the labels, not management.

On June 11, 2024, [Complainant's] overtime was taken away from her route on Route 17, and [Complainant] was supposed to have the overtime without any interruptions during the six-week process.

In its August 15, 2024, final determination letter, the Agency concluded that no breach occurred. Concerning provision 1, the Agency explained that the plain language of the settlement agreement required Complainant to update the route edit book to reflect the actual delivery order on Route 17. The Agency, however, emphasized that the settlement agreement did not address who could install the route order labels on the route case for Route 17. The Agency found that management submitted Complainant's updated route edit book, which Complainant had personally updated, to the Address Management System (AMS) for processing on May 29, 2024. Management received the labels on June 7, 2024. According to the Customer Service Supervisor, the labels were attached to the letter carrier's route case to reflect the delivery order of the route. Later that day, Management installed the labels on the Complainant's route case, while Complainant was out of the office delivering her route. As the plain language of the settlement agreement did not specify who would install the route order labels on Complainant's route case, the Agency concluded that it did not violate the agreement by doing so.

Regarding provision 4, the Agency determined that it complied with this provision as management appropriately scheduled Complainant 9.53 hours of overtime on June 11, 2024, dependent on the needs of the Postal Service. Complainant was paid at an overtime rate for the hours worked on her non-scheduled day. At no time was overtime taken away from Complainant for Route 17.

The instant appeal followed.

CONTENTIONS ON APPEAL

On appeal, Complainant offers no brief in support of her appeal.

The Agency opposes the appeal and succinctly responds that their decision is supported by law and evidence and should stand.

STANDARD OF REVIEW

As this is an appeal from a decision issued without a hearing, pursuant to 29 C.F.R. § 1614.110(b), the Agency's decision is subject to de novo review by the Commission. 29 C.F.R. § 1614.405(a). See Equal Employment Opportunity Management Directive for 29 C.F.R. Part 1614, at Chapter 9, § VI.A. (Aug. 5, 2015) (explaining that the de novo standard of review "requires that the Commission examine the record without regard to the factual and legal determinations of the previous decision maker," and that EEOC "review the documents, statements, and testimony of record, including any timely and relevant submissions of the parties, and . . . issue its decision based on the Commission's own assessment of the record and its interpretation of the law").

ANALYSIS

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. Eggleston v. Dep't of Vet. Affs, 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, the record shows that provision 1 of the settlement agreement explicitly states that Complainant is to update the route edit book for Route 17 to reflect the actual delivery order she used to deliver the mail for Route 17. The Agency submitted Complainant's updated route edit book to acquire new labels and installed the labels on Complainant's route case.

While Complainant argues that she should have installed the labels and not Management, we note that agreement did not specify who would install the labels and therefore, we find that the Agency's action in installing the labels did not breach the agreement.

Regarding provision 4 of the settlement agreement, the record shows that overtime was approved during the data collection period, based on the needs of the Agency, and the appropriate use of the overtime list. Specifically, Complainant worked 9.53 hours of overtime and was paid at the overtime rate for hours worked on her non-scheduled day. Complainant fails to demonstrate that the Agency wrongfully withheld overtime work or pay.

Accordingly, we find no breach of the settlement agreement.

CONCLUSION

For the foregoing reasons, we **AFFIRM** the Agency's final determination finding no breach of the settlement agreement.

STATEMENT OF RIGHTS – ON APPEAL RECONSIDERATION (M0124.1)

The Commission may, in its discretion, reconsider this appellate decision if Complainant or the Agency submits a written request that contains arguments or evidence that 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 for reconsideration must be filed with EEOC's Office of Federal Operations (OFO) **within thirty (30) calendar days** of receipt of this decision. If the party requesting reconsideration elects to file a statement or brief in support of the request, **that statement or brief must be filed together with the request for reconsideration**. A party shall have **twenty (20) calendar days** from receipt of another party's request for reconsideration within 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).

Complainant should submit their request for reconsideration, and any statement or brief in support of their request, via the EEOC Public Portal, which can be found at <https://publicportal.eeoc.gov/Portal/Login.aspx>. Alternatively, Complainant can submit their request and arguments to the Director, Office of Federal Operations, Equal Employment Opportunity Commission, via regular mail addressed to P.O. Box 77960, Washington, DC 20013, or by certified mail addressed to 131 M Street, NE, Washington, DC 20507. In the absence of a legible postmark, a complainant's request to reconsider shall be deemed timely filed if OFO receives it by mail within five days of the expiration of the applicable filing period. See 29 C.F.R. § 1614.604.

An agency's request for reconsideration must be submitted in digital format via the EEOC's Federal Sector EEO Portal (FedSEP). See 29 C.F.R. § 1614.403(g). Either party's request and/or statement or brief in opposition must also include proof of service on the other party, unless Complainant files their request via the EEOC Public Portal, in which case no proof of service is required.

Failure to file within the 30-day time period will result in dismissal of the party's request for reconsideration as untimely, unless extenuating circumstances prevented the timely filing of the request. **Any supporting documentation must be submitted together with the 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(f).

COMPLAINANT'S RIGHT TO FILE A CIVIL ACTION (S0124)

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 their 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, **filings 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

February 13, 2025

Date