

American Postal Workers Union AFL-CIO

Susan M. Carney, Human Relations Director
1300 L Street, N.W.
Washington, DC 20005
(202) 842-4270
FAX (202) 216-2634

APWU Notice to Pittman Class Members

DATE: June 12, 2014

RE: *Pittman v. Donahoe*

Pittman v. Donahoe is a class action disability discrimination case before the EEOC over the Postal Service restricting the duty hours of permanent rehab employees between March 24, 2000, and December 31, 2012. “Restrictions” include limiting overtime, limiting PTF work hours to the average hours the employee worked prior to his or her OWCP claim, and imposing “no work available” determinations.

There is a separate class action, *McConnell v. Donahoe*, also before the EEOC, covering claims that the Postal Service discriminated against injured workers when they were sent home as a result of “no work available” determinations made in Phase 2 of the National Reassessment Process. The NRP Phase 2 determinations are not covered by the *Pittman* litigation, but it is possible for someone to be a class member in both cases.

A class action is litigation covering a large group of individuals in similar situations even if they did not file their own lawsuits, appeals, or complaints. The *Pittman* class includes all permanent rehab employees with disabilities who had their duty hours restricted. The class is estimated to cover nearly 41,000 current and former postal employees.

The \$17.25 million *Pittman* class action settlement agreement and the members of the *Pittman* class have been approved by the EEOC. EEOC regulations prevent individuals covered by the class and the settlement to opt out of either once they are approved by the EEOC.

The *Pittman* settlement sets up a method for how the money will be distributed that uses a point system based on the length of time an individual was classified as a permanent rehab employee and other factors. There is no way of knowing exactly the number of “points” that will be assigned to each class member or how many class members will file claims for a portion of the settlement, so no one can predict how much money an individual will get out of the settlement. If, however, every class member files a claim and the claims are assigned the same number of points, the equal division of the settlement fund to 40,898 people, after being reduced by attorney fees, is \$317.00 before taxes.

All potential class members should have been sent a [Claim and Release form](#) to claim their portion of the settlement money. Be aware that the claim form states that, by signing, an

individual agrees that *Pittman* represents a permanent and unconditional settlement for all outstanding claims, complaints, and appeals filed about or arising from any restriction of duty hours between March 24, 2000 and December 31, 2012. This release covers lawsuits in federal court, Merit System Protection Board (MSPB) appeals, complaints filed with the EEOC, and even Union grievances.

If an individual is represented by an attorney in related claims, it is important to know that signing the release may obligate individuals to pay their own attorney fees – under several circumstances, these fees are frequently ordered to be paid by the agency if the individual wins his or her case. Further, individuals who sign the release agree to instruct the Union to withdraw its grievances, and agree to refuse payment (including leave) and **reinstatement** if the Union moves forward with and prevails in any such dispute.

If a person does not sign and submit the claim form, he or she will not get any money from the settlement fund.

If a person does not sign the claim form and foregoes compensation from the settlement fund, he or she may still be able to pursue his or her other claims and cases. Although “an Administrative Judge’s finding that a resolution is fair, adequate and reasonable binds all members of the class,” a number of factors call into question the validity of the release if it is not signed or is withdrawn by a class member. Individuals should expect, however, that the Postal Service will vigorously contest any person trying to go forward with claims covered by the *Pittman* settlement. It is legal question that individuals will have to litigate whether the *Pittman* settlement alone is enough to waive class members’ rights to find relief in other forums.

The APWU is not a party to this litigation and had no involvement in negotiating the settlement agreement, nor was the Union provided notice of its terms and conditions. Neither the EEOC nor the Settlement Agreement bind or control the APWU. The APWU will continue to review grievances on a case-by-case basis. Stewards, Business Agents, and Advocates will continue to review and process grievances based on their merit.

For individuals who may be covered by the *Pittman* settlement agreement, know that:

1. The Union cannot give advice about whether or not to participate in the claim process. It is a personal choice, made on the basis of several factors. If an individual is represented by an attorney in a similar matter, the Union does recommend that he or she consult with the attorney before signing the claim form.
2. Signing the claim form may restrict the ability of the individual to get monetary relief (including leave), reinstatement, or, in some forums, attorney’s fees from other claims over the same events, including but not limited to grievances, MSPB appeals or lawsuits.
3. Even without signing the claim form, the *Pittman* settlement may restrict class members’ opportunity to recover money through other claims in other forums.
4. The Union does not guarantee that pending grievances will continue to be processed or, if

they are, when that will happen or what the outcome will be. The Union will take all available information into account in deciding whether and how to proceed with a grievance.

5. The claim form must be **postmarked by June 19th**. Individuals who do not submit the claim form by the deadline will not be included in the payments from the settlement fund.
6. Individuals who already submitted a claim and release form *may, at their discretion*, be able to cancel their participation in the settlement fund in an effort to reclaim their rights to pursue other cases by sending a letter to the Class Administrator:

Pittman v. Donahoe
Class Administrator
P.O. Box 869
Tallahassee, FL 32302-0869

7. More information about the settlement can be obtained by visiting www.pittmanclass.com.