

SETTLEMENT AGREEMENT FOR GRIEVANCE OVER PERFORMANCE PLANS IN RESEARCH SERVICES

The National Archives and Records Administration (NARA) and American Federation of Government Employees (“AFGE”) (“Grievant” or the “Union”) hereby voluntarily enter into this Agreement in full and final settlement of any and all related allegations derived from the above-referenced action.

1. In exchange for the promises of the Union contained in paragraph two below, NARA agrees as follows:

a. NARA will revise the performance plans for all Research Services Bargaining Unit Employees by October 1, 2021. All revisions will be in keeping with the AFGE/NARA Collective Bargaining Agreement.

b. NARA agrees that the Union will be notified of revisions to performance plans prior to their finalization and issuance to Bargaining Unit Employees.

c. Effective for the current performance period, critical elements will be rated in their totality, as opposed to rating individual standards/phrases and deriving a "summary rating" for the critical element.

2. By execution of this Settlement Agreement, and in exchange for the promises of NARA contained in paragraph one above, the Union agrees to withdraw the institutional grievance and the request for binding arbitration in consideration of NARA’s good faith actions.

3. Grievant affirms that it has no other pending actions, charges, appeals, class actions, or appeals in any administrative forum, agency, commission, state or federal court against the Archivist of the United States, or any NARA officials or employees, with respect to the allegations made in the grievance. Grievant agrees not to institute any other actions, charges, appeals, class actions, or any appeals in any administrative forum, agency, commission, state or federal court against the United States, the National Archives and Records Administration, the Archivist of the United States, or any NARA officials or employees, in either their individual or official capacities, with respect to the allegations raised in her above-referenced grievance, including but not limited to: future actions for backpay or damages for any period in time up through the signing date of the Agreement; as well as future actions based on one or more theories of discrimination and/or retaliation that involve or are based on any recounting of facts, acts or events in existence prior to the signing date of this Agreement.

4. Grievant agrees that the relief provided in this Settlement Agreement is the only relief that will be provided to it for the claims and demands contained within the above-referenced grievance. Any and all other claims or demands for relief, including but not limited to any and all equitable and legal relief, back pay, attorney fees, costs, compensatory and consequential damages, etc., that are related to the issues alleged in the above-referenced grievance are hereby waived by Grievant.

5. By entering into this Settlement Agreement, NARA does not admit to a violation of the National Agreement between the National Archives and Records Administration and the American Federation of Government Employees, or of any other federal or state statute or regulation, including Title VII of the Civil Rights Act of 1964, as amended, or of any other contract provision.

6. Should any part, term, or provision of this Settlement Agreement be declared or determined by any court, administrative tribunal, or agency to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected by said illegal or invalid part(s), term(s) or provision(s).

7. This Settlement Agreement constitutes the entire Agreement by and between the Union and NARA with respect to the matters encompassed herein and supersedes all prior and contemporaneous discussions, agreements, understandings, etc., whether oral or written, and any modification thereto must be made in writing and signed by all the signatories to this Settlement Agreement.

<i>Ashby Crowder</i>	March 10, 2021	<i>Stephani Abramson</i>	March 10, 2021
ASHBY CROWDER	Date	STEPHANI L. ABRAMSON	Date
Grievant's Representative		Counsel for Procurement and Employment Law	
National Archives and Records Administration.			