

SETTLEMENT AGREEMENT
Between The National Archives and Records Administration and
AFGE Council 260

The National Archives and Records Administration ("NARA") and AFGE Council 260 ("Union") (collectively "the Parties") hereby voluntarily enter into this Agreement in order to fully and finally settle the claims raised in the grievance filed by the Union on October 26, 2022, wherein the Union sought relief for the conversion of bargaining unit work to private sector entities, i.e., employees of the presidential library foundations. The parties agree that it is in their mutual best interest to enter into this settlement, and therefore agree to the following terms and conditions.

1. In exchange for the promises of the Union contained in paragraph two below, NARA agrees as follows:
 - a. The Agency agrees to not permit any new arrangement wherein employees of any presidential or presidential library Foundations are performing archival work. This includes pulls, refiles, research room monitoring, holdings maintenance, responding to researcher inquiries, administrative tasks to support archival work, or any other work that is otherwise commonly done by NARA employees.
 - b. The Agency agrees that if a Foundation employee who currently performs the archival tasks noted above vacates his or her position, the work performed by the employee will transition to NARA bargaining unit staff within 30 days.
 - c. The Agency and the Union will assess all of the archival work being performed by all Foundation employees within 90 days of settlement. The assessment will identify a formal plan to transition all of the work from Foundation staff to NARA bargaining unit staff, with all work transitioning no later than December 31, 2025 for the Johnson Foundation, December 31, 2026 for Kennedy and Ford Foundations, and identify a mutually agreeable deadline for transition of work from Foundation employees to NARA employees for any and all other locations where such arrangements are identified. The assessment will include an estimate of the current and future workloads due to the transition and/or to increased workloads, and an estimate of the number of positions that are/will be needed to perform the work.
 - d. The Agency and the Union will then assess the digitization tasks being performed by all Foundation employees.
 - e. The agency will make efforts to fill any current and future vacant positions that are necessary to complete the workload
 - f. The transition plan described in 1c will be updated on an annual basis until the

work is fully returned to federal employees

- g. Annually, the Agency will provide the Union with the updated transition plan and a briefing on the matter, at the Union's request.
 - h. The Agency will terminate any agreement it has with any presidential or presidential library foundation regarding the performance of archival or digitization duties by Foundation employees on a schedule consistent with the wind-down period identified in section 1c.
2. By execution of this Settlement Agreement, and in exchange for the promises of NARA contained in paragraph one above, the Union agrees as follows:
- a. To withdraw its grievance and the request for binding arbitration within 30 days of the completion of the review required by 1(c) above.
 - b. The Union agrees that NARA's student or education archival programs (internships, work-study, and grants) that are part-time and of limited duration, (i.e., no more than a year) do not violate the Parties' National Collective Bargaining Agreement.
3. Nothing in this settlement is intended to hinder or prohibit any Foundation from funding, through the National Archives Trust Fund, archival work that will be performed by NARA employees or in certain circumstances contractors (such as for preservation/conservation or digitization).
4. The Union 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 above-referenced grievance.
5. Upon execution of this Settlement Agreement, the Parties agree that this shall constitute a complete and binding settlement, and the Union agrees to withdraw any and all present claims or complaints directly arising from the subject matter of the above-referenced grievance.
6. By entering into this Settlement Agreement, NARA does not admit to a violation of the Parties' National Collective Bargaining 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.
7. The Parties further understand and agree that upon the execution of this Settlement Agreement, the parties forfeit any and all appeal rights pertaining to the subject matter of this Settlement Agreement; provided, however, that the parties do not waive their respective rights to enforce this Settlement Agreement through all appropriate means and

