

**SETTLEMENT AGREEMENT FOR OFFICE OF FEDERAL REGISTER
CAREER ADVANCEMENT PLAN GRIEVANCE**

The National Archives and Records Administration (NARA) and American Federation of Government Employees (AFGE 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 to rescind the Career Advancement Plan currently in place at the Office of Federal Register effective the date this Settlement Agreement is fully executed. With the plan rescinded, normal procedures established in NARA policy and the collective bargaining agreement controlling advancement in a career ladder will apply.
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 its grievance in consideration of NARA’s good faith actions.
3. The Parties agree that consistent with the National Agreement between the National Archives and Records Administration and American Federation of Government Employees, dated February 7, 2019, and NARA policy when an employee has met the time in grade requirements for a career ladder promotion and is performing at the Fully Successful level or higher, the employee’s supervisor will determine if the employee is ready for promotion to the next grade. If the supervisor determines that the employee has met all eligibility requirements and is ready for career ladder promotion, the supervisor will process said promotion. If the supervisor determines that the employee has not met all eligibility requirements and is not ready for promotion, the supervisor will have ongoing communications with the employee regarding their performance and provide specific feedback for promotion to the next grade in the career ladder.
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 grievance. The Union 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 its 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.
5. The Union 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 the Union.

6. 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.
7. 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).
8. 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.

Ashby Crowder June 16, 2022

ASHBY CROWDER Date
American Federation of
Government Employees

OLIVER POTTS

OLIVER POTTS Date
Director, Office of Federal Register
NARA

Digitally signed by OLIVER
POTTS
Date: 2022.06.15 17:24:59
-04'00'