

Settlement Agreement

Given the mutual interest of Ramsey County ("the Employer") and AFSCME ("the Union") to serve and protect the health and well-being of persons and the property of Ramsey County and in an effort to clarify certain rights and responsibilities, Employer and the Union enter into this Agreement. Nothing in this agreement shall be construed as, nor was intended to operate as, a modification, change, revision, or amendment to the terms of the applicable Collective Bargaining Agreements ("CBAs")

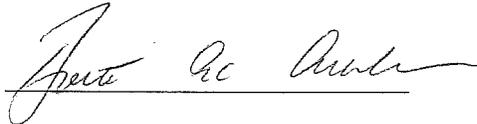
1. The Union and the Employer will work together to ensure professional, respectful, and civil dialogue during meetings between labor representatives and county management staff. Meeting participants who are also Ramsey County employees will conduct themselves consistent with and be held accountable to the Ramsey County Respectful Workplace Policy. Union representatives and county management staff will not shout at, curse at, or threaten each other. Union representatives and county management staff will not display placards or other written materials that direct threats or obscenities at each other.
2. The Union will notify each of its stewards and members that, pursuant to the CBAs, the processing of grievances is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.
3. The Employer will notify its managers that, pursuant to the CBAs, the processing of grievances is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.
4. The Union shall notify each of its stewards who are county employees that, pursuant to the CBAs, such stewards are allowed a reasonable amount of time without loss in pay to investigate a grievance, and to present a grievance during normal working hours provided the steward and the employee have notified the designated supervisor.
5. The Employer shall notify its managers that, pursuant to the CBAs, union stewards who are county employees are allowed a reasonable amount of time without loss in pay to investigate a grievance, and to present a grievance during normal working hours provided the steward and the employee have notified the designated supervisor.
6. The Union shall notify each of its members and representatives that, pursuant to the CBAs, stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations and that permission to leave a work station for union business will be limited to the investigation and presentation of grievances.
7. The Employer shall notify its managers that, pursuant to the CBAs, stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations and that permission to leave a work station for union business will be limited to the investigation and presentation of grievances.

8. As provided in the CBAs, union stewards who are County employees shall only take a reasonable amount of paid time off to investigate and present grievances.
9. As provided in the CBAs, union stewards who are County employees shall give sufficient notice to the designated supervisor of intent to take paid time off to investigate and present grievances.
10. The Employer and the Union recognize that Union members and representatives are entitled to paid time off for union activities as set forth in the CBAs and or PELRA.
11. The Employer and the Union recognize that managers have the right to make reasonable inquiries regarding the use of time off for union activities for the purpose of verifying such time off is being used properly as set forth in the CBAs. The Employer agrees that managers shall not inquire about the details of confidential union activities. The Union agrees that time off for union activities will not be abused, misused, or unreasonable.
12. The Union shall notify each of its members and representatives that, pursuant to the CBAs, the non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of employees.
13. The Employer shall notify its managers that, pursuant to the CBAs, the non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of employees.
14. Per Minn. Stat. § 179A.07, Subd. 2, the Union will notify its members and representatives that the Employer is required to meet and negotiate with the exclusive representative of employees in an appropriate unit regarding grievance procedures.
15. The Union will notify its members and representatives that the Union, its members, and its representatives are not permitted to restrain or coerce the Employer in the selection of representatives to be employed to meet and negotiate or adjust grievances on behalf of the Employer.
16. The Employer will notify its managers that the Employer is not permitted to restrain or coerce the Union in the selection of representatives to be employed to meet and negotiate or adjust grievances on behalf of the Union.
17. The Employer will make the effort to give reasonable notice to the union representatives of investigations or discipline meetings. The Union will make efforts to avoid causing unreasonable delays in investigations and discipline meetings.
18. The Union and the Employer agree that neither party will retaliate against any person for participation in this lawsuit.

19. The Employer agrees to post a copy of the executed settlement agreement for 90 days on the Ramsey County employee intranet ("RamseyNet") and the Union will post a copy of the executed settlement agreement on each Union bulletin board for 90 days.
20. This agreement shall not in any way be construed as an admission by either the Union or the Employer of any wrongdoing whatsoever.
21. Upon execution of this agreement the Union will voluntarily withdraw any grievances related to the allegations in the Amended Complaint and dismiss the lawsuit with prejudice and without costs or fees to any party.

June 8, 2017

For AFSCME:



Bart Andersen

Field Director – East Region



Gregg Corwin, Counsel for AFSCME

For Ramsey County:



Julie Kleinschmidt

County Manager



Angela Brandt, Counsel for Ramsey County