

EXHIBIT NO. 1

COMPREHENSIVE SETTLEMENT AGREEMENT

I. GENERAL RECITALS:

1. TruStone Financial Federal Credit Union (“Respondent” or “Employer”) operates credit unions at various branch locations, as well as an administrative center. The Office and Professional Employees International Union, Local 12 (“Charging Party” or “Union”) represents nonsupervisory employees who work at certain of the Employer’s branch locations, and the Employer’s Plymouth, Minnesota administrative center;
2. In 2011, the Employer and the Union entered into a First Neutrality Agreement which limited the scope of the Union represented bargaining Unit. That First Neutrality Agreement also established certain limitations upon the Employer’s right to contest unionization of its employees at certain branch locations where employees were not represented by the Union. Subsequent to that First Neutrality Agreement, the Parties communicated regarding subsequent neutrality agreements. The substance of and outcome regarding those communications, with respect to neutrality agreements subsequent to the First Neutrality Agreement, have been at issue between the Employer and the Union. In 2015, the Union disputed the Employer’s position that two of the Employer’s new branches (“Boone Avenue” and “Burnsville”) were outside the scope of the Union represented bargaining Unit;
3. The Union subsequently filed two grievances (“Grievances”) which challenged the Employer’s position that the Boone Avenue and Burnsville branch locations were outside the Union represented bargaining Unit. The Union also filed three unfair labor practice charges (18-CA-158210, 18-CA-163034, and 18-CA-165634) (“Charges”), regarding the Employer’s actions with respect to the establishment of the Boone Avenue and Burnsville branches. The Union’s Grievances regarding those two new branches have never been arbitrated;
4. On January 11 and 12, 2016, National Labor Relations Board (“NLRB” or “Board”) Administrative Law Judge Christine E. Dibble conducted a hearing regarding the allegations in the National Labor Relations Board’s General Counsel’s consolidated complaint, based upon the Charges. On April 13, 2016, Judge Dibble issued her Decision, and the National Labor Relations Board transferred the above-referenced Decision to the Board, pursuant to the Order of NLRB Executive Secretary Gary Shinnars. The Respondent and NLRB General Counsel have since timely filed exceptions to Judge Dibble’s Decision;
5. On July 22, 2016, the Union and the Respondent met at NLRB Region 18 for the purpose of discussing resolution of the Charges, Grievances, 10(j) Suit, and all related proceedings. During that meeting, the Parties discussed resolution of the pending NLRB cases, as well as a related case pending in the United States District Court for the District of Minnesota, in which the General Counsel had sought relief pursuant to Section 10(j) of the Act (“10(j) Suit”). (Other than

ordering the posting of a notice regarding the labor dispute between the Union and the Employer, the Court denied the Board's petition for other injunctive relief which the NLRB sought in its 10(j) Suit.);

6. The Respondent and the Union have since further negotiated regarding resolution of the unfair labor practice Charges, Complaint allegations, related ALJ Decision, the Union's Grievances, and the NLRB's 10(j) Suit (collectively "Litigation"). The Respondent and the Union believe that the interests of the Respondent's employees, the Union, and the Respondent, are best served by resolving the Litigation according to the terms set forth below;
7. The Employer and the Union have agreed to resolve their dispute and related Litigation regarding the scope of the Union-represented bargaining Unit. Pursuant to that resolution, the Employer and the Union have agreed that the Union will be the exclusive bargaining representative of Employer bargaining Unit employees who work at the Employer's Burnsville and Golden Valley branch locations;
8. In the interest of avoiding future grievances, unfair labor practice charges, and unit configuration disputes, the Employer and the Union have also agreed to clarify and limit the scope of the Union-represented bargaining Unit.

II. SPECIFIC TERMS:

1. The Employer will, effective upon the NLRB's actions as required by this Agreement, recognize the Union as Unit employees' exclusive representative at branches where the Union currently represents employees, and the Burnsville and Boone Avenue branches, as provided below;
2. The Parties' labor Agreement's definition of bargaining Unit (Art. 1.01) will be amended through a Letter of Understanding ("LOU"), to identify specific branch locations which are included in bargaining Unit;
3. The LOU which will amend the definition of the Unit, and will provide that if any of the current seven Union represented branches are relocated, they will remain in the bargaining Unit;
4. If the Employer acquires or establishes any additional branches, those newly acquired or opened branches shall not be included in the bargaining Unit;
5. The neutrality agreements which the Employer views as in effect between itself and the Union shall be deemed terminated pursuant to this Agreement;
6. The Employer will recognize the terms of its labor Agreement with the Union as in effect at the Burnsville and Boone Avenue branches;

7. Respondent employees Chamlongsong, Menth, Johnson, and Krizer (“Four Employees”) shall be eligible to transfer to the Boone Avenue branch as vacancies at that branch occur;
8. The Employer will make the Four Employees whole for any proven economic losses they sustained during the period of time when they were not covered by the Parties’ labor Agreement. The Employer will meet with the Union and the Four Employees to determine those amounts;
9. The Employer will post a communication, to be approved by the Union, at all in-unit branch locations, which, will advise employees that the Employer’s labor dispute with the Union, and related Litigation, have been resolved;
10. The Union shall withdraw its charges (18-CA-158210, 18-CA-163034, and 18-CA-165634), the Regional Director for NLRB Region 18 will approve such withdrawal, and the NLRB will dismiss its Complaint against the Employer. The Union will also dismiss the Grievances with prejudice;
11. The NLRB’s General Counsel shall move to dismiss with prejudice the Petition in Civil File No. 0:16-cv-00168-SRN-KMM, and end any further compliance obligations pursuant to Court’s Order in that case;
12. Apart from the Employer’s ongoing compliance with the Act, the Parties’ labor Agreement, and the terms of this Agreement, the Employer shall have no other compliance obligations as otherwise established by the NLRB’s ALJ’s Decision, and/or the Court’s Order in Case No. 0:16-cv-00168-SRN-KMM.

III. AMENDED AND CLARIFIED BARGAINING UNIT:

The Employer locations of the bargaining Unit which the Union represents shall be defined as follows:

BRANCHES INCLUDED IN BARGAINING UNIT:

1. Roseville, MN;
2. St. Cloud, MN;
3. Plymouth, MN (Administrative processing center);
4. Maple Grove, MN;
5. Minneapolis, MN;
6. Boone Avenue, Golden Valley, MN; and
7. Burnsville, MN.

BRANCHES EXCLUDED IN BARGAINING UNIT:

1. Highland (St. Paul), MN;
2. Northeast Minneapolis, MN;
3. Kenosha, WI;
4. Northside Kenosha, WI;

5. Cudahy, WI;
6. Oak Creek, WI;
7. Nicholson Avenue, Cudahy, WI; and
8. Rogers, MN.

FUTURE BRANCHES OPENED OR ACQUIRED BY THE EMPLOYER:

All excluded from the Union represented bargaining Unit.

IV. EFFECTIVE DATE:

The terms of the foregoing Agreement shall become effective upon the Regional Director's approval of the Union's withdrawal of the Charges, closure of the Cases, and dismissal of the 10(j) Suit.

V. CONCLUSION.

By entering into this Agreement, the Employer and the Union acknowledge that they have read, understand, agree to be bound by, and commit to comply with the terms of the foregoing Agreement.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 12**

**TRUSTONE FINANCIAL FEDERAL
CREDIT UNION**

 10/17/16
Date

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6. Oak Creek, WI;
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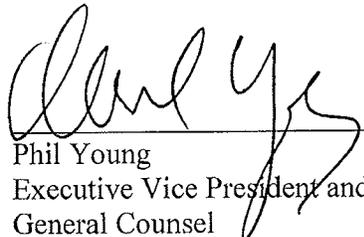
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