

MEMORANDUM OF UNDERSTANDING LAUNDRESS POSITION

This Memorandum of Understanding (“MOU”) is entered into between Independent School District No. 347, Willmar Public Schools (“District”); Local 559, AFSCME, AFL-CIO Food and Nutrition Services (“F&N Services Union”); and Local 559, AFSME, AFL-CIO Custodial (“Custodial Union”).

WHEREAS, the F&N Services Union is the exclusive representative of food and nutrition services staff employed by the District, including the position of Laundress;

WHEREAS, the Custodial Union is the exclusive representative of custodial staff employed by the District, including the staff member employed as the Head Custodian;

WHEREAS, the Head Custodian has historically supervised and continues to supervise the Laundress position; and

WHEREAS, the District, the F&N Services Union, and the Custodial Union have discussed the need for clarity in the Laundress position and are entering into this MOU to formally move the Laundress position out of the F&N Services Union and into the bargaining unit represented by the Custodial Union;

NOW, THEREFORE, the District, the F&N Services Union, and the Custodial Union agree as follows:

1. **Bargaining Unit.** Effective upon the signing of this MOU, the Laundress position will be moved from the F&N Services Union’s bargaining unit to the Custodial Union’s bargaining group.
2. **Position.** The Laundress position will be re-titled “Custodian.” The job description and duties noted therein will remain the same, and the terms and conditions for this position will be governed by the Master Agreement applicable to Custodial Union employees.
3. **No Grievance and Waiver of Claims.** This MOU is not grievable. Neither the F&N Services Union nor the Custodial Union has an objection to the MOU, and the F&N Services Union and the Custodial Union hereby waive any right they may have to file a grievance or pursue any other action and/or remedy against the District regarding any matter that arises out of or relates to the parties entering into this MOU or the bargaining unit change described above.
4. **No Precedent.** The MOU is separate from, and not a part of, either CBA. Nothing in this MOU may be deemed to establish a precedent or practice arising out of

or relating to the CBA between the District and the F&N Services Union or the District and the Custodial Union. This MOU does not decrease any rights the District would have in the absence of this MOU.

5. **Equal Drafting.** In the event any person asserts or concludes that a provision of this MOU is ambiguous, this MOU must be construed to have been drafted equally by the Parties.

6. **Entire Agreement.** This MOU constitutes the entire agreement relating to the District's payment of overload pay. No party has relied upon any statements or promises that are not set forth in this document. This MOU controls to the extent that it conflicts with the CBA. No changes to this MOA are valid unless they are in writing and signed by both parties.

By signing below, the Parties specifically acknowledge that they have read this MOU, that the individual signing on behalf of the party has the authority to enter into such agreements and bind the party, that they have had an opportunity to review the terms of this MOU with legal counsel, and that they understand and agree to be bound by all of the terms of the MOU.

Date: 8/24/2018

Doris M Skaja
Food & Nutrition Services Union President

Date: 8-27-2018

Jeffrey E. Pitt
Custodial Union President

Date: 9-5-2018

[Signature]
Custodial & FNS Union Labor Rep

Date: 9/10/18

[Signature]
School Board Chair

Date: 9/10/18

[Signature]
School Board Clerk

RASW: 115806