

**MEMORANDUM OF UNDERSTANDING**  
**BU 02**  
**Various Articles relating to the School Food Service Manager (SFSM)**  
**for the University Lab School**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 1<sup>st</sup> day of July, 2007, by and between the University of Hawai'i, State of Hawai'i, ("EMPLOYER") and the Hawai'i Government Employees Association ("UNION") on behalf of employees ("EMPLOYEES"), in Bargaining Unit 02.

THE PARTIES MUTUALLY AGREED that the following conditions relating to the work year, vacation leave, sick leave, compensation, Article 45 – School Food Service Manager (SFSM) of the Unit 02 Contract Agreement, and grievances shall be applicable to the University Laboratory School, Curriculum Research and Development, College of Education, and which is included in the blue-collar supervisory unit of the University of Hawaii.

I. Work Year

The University Laboratory School SFSM shall have a work year and vacation schedule (the day after Thanksgiving, winter, spring and summer recess) which is the same as the school year established for the University Laboratory School in its annual School Calendar for parents and students.

The following shall apply to holidays, winter vacation, spring vacation, and the month preceding opening and closing of the school year:

- A. The University Laboratory School SFSM shall be compensated, when requested, for any work performed during their vacation at their rate of pay in addition to their vacation pay.
- B. The University Laboratory School SFSM shall be on duty on the same reporting date as teachers for the grades K through 12 and seventeen (17) working days after the last scheduled day for teachers for grades K through 12.

II. Vacation Leave

The provisions of Article 35 – Vacation Leave, shall not apply to the University Laboratory School SFSM.

III. Sick Leave

The provisions of Article 36 – Sick Leave, Paragraph A, Earning of Sick Leave shall not apply to the University Laboratory School SFSM.

The University Laboratory School SFSM in service on the first day of the school year shall be credited with eighteen (18) days of sick leave. Should the University Laboratory School SFSM enter service for the school term on a date after September 30, the number of sick leave days shall be reduced according to the following schedule:

First Semester  
October .....16 days

Second Semester  
Beginning of the second semester through

|  |                      |
|--|----------------------|
| November .....14 days                                | February .....9 days |
| December .....12 days                                | March .....7 days    |
| January to the end of the first semester.....10 days | April .....5 days    |
|  | May.....3 days       |
|  | June .....1 day      |

- IV. Compensation  
The regular monthly rate of compensation shall be one-twelfth (1/12) of the annual salary payable over a twelve (12) month period.
  
- V. Article 45 – School Food Service Manager  
The provisions of Article 45, School Food Service Manager, shall not be applicable to the University Laboratory School SFSM except for Paragraph D relating to free lunch; Paragraph E relating to making recommendations on the selection of permanent subordinates (the provision relating to the selection of substitutes shall not apply); and Paragraph G relating to personal leaves.
  
- VI. Grievances  
Any complaint by the University Laboratory School SFSM or the UNION concerning the application and interpretation of the Memorandum shall be subject to the Grievance Procedure contained in the blue collar supervisory employees' collective bargaining agreement.

THIS MOU SHALL BE EFFECTIVE from July 1, 2007, to and including June 30, 2009, unless either of the parties terminates this Agreement by giving thirty (30) days written notice, provided that by mutual agreement such thirty (30) days notice may be waived.

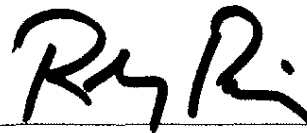
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this MOU on the day and year first written above.

FOR THE EMPLOYER:



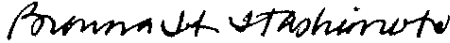
Marie C. Laderta, Director  
Department of Human Resources  
Development and  
Chief Negotiator, Office of Collective Bargaining

FOR THE UNION:



Randy Perreira, Executive Director  
Hawai'i Government Employees  
Association

University of Hawai'i:



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Brenna H. Hashimoto  
System Director of Human Resources

APPROVAL AS TO FORM AND CONTENT:



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Deputy Attorney General