

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF HAWAII
AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
[School Year Adjustment School Food Service Managers in Bargaining Unit 2]

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 1st day of July, 2023, by and between the Hawaii State Department of Education (DOE) and State of Hawaii (collectively, the Employer), and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO (Union), on behalf of employees, School Food Service Managers in Bargaining Unit 02.

WHEREAS, beginning with the 1998-1999 school year (SY), all School Food Service Managers began to receive seven (7) additional days of pay through a salary differential (SY differential), which was determined by multiplying an Employee's existing daily rate of pay by seven (7) days. The salary differential (SY differential) shall be prorated over a twelve (12) month period effective at the start of the school year;

WHEREAS, the Employer provided a SY differential as separate compensation and in addition to the monthly base pay of School Food Service Managers to account for the extended school year;

WHEREAS, the SY differential is referenced and explained in Article 45 – School Food Service Manager, Section C. of the 2021-2025 Unit 02 Collective Bargaining Agreement (see Attachment A);

WHEREAS, the Employer has been informed by the Employees' Retirement System of the State of Hawaii (ERS) that, starting from July 1, 2023, for certain classified employees hired after June 30, 2012, the ERS will no longer consider the SY Differential as creditable compensation for purposes of calculating the retirement pension; and

WHEREAS, the Employer desires to adjust the School Food Service Managers salary schedule to integrate the SY differential into their annual base salary.

NOW, THEREFORE, the UNION and the EMPLOYER mutually agree as follows:

1. Effective July 1, 2023, the SY differential will be calculated as part of the annual base salary and will be reflected in the July 1, 2023 DOE School Food Service Manager salary schedule (see Attachment B);
2. Effective July 1, 2023, the SY differential will be removed and will no longer be applicable; and
3. Article 45 – School Food Service Manager, Section C. of the 2021-2025 Unit 02 Collective Bargaining Agreement shall be revised as follows:

*C. Beginning with the 1998-99 school year **through June 30, 2023**, all School Food Service Managers shall receive a Salary Differential for the seven (7) additional instructional days added to the school year. The Salary*

Differential shall be determined by multiplying an Employee's existing daily rate of pay by seven (7) days. The Salary Differential shall be prorated over a twelve (12) month period effective at the start of the school year.

Effective July 1, 2023, all School Food Service Managers shall receive a salary adjustment for the seven (7) additional instructional days added to the school year. The salary adjustment shall be determined by multiplying an Employee's existing daily rate of pay by seven (7) days. The salary adjustment shall be added to the Employee's annual base salary.

IN WITNESS WHEREOF, the Employer and Union, by and through their authorized representatives, have executed this Memorandum of Understanding on the day and year first written above.

STATE OF HAWAII

HAWAII GOVERNMENT EMPLOYEES ASSOCIATION

By: _____
Brenna Hashimoto
Chief Negotiator

By: _____
Randy Perreira
Executive Director

HAWAII STATE DEPARTMENT OF EDUCATION

By: _____
Keith T. Hayashi
Superintendent

BLUE-COLLAR SUPERVISORS

ATTACHMENT A



A F S C M E
LOCAL 152, AFL-CIO

UNIT 2 CONTRACT
JULY 1, 2021-JUNE 30, 2025

HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
AFSCME LOCAL 152 • AFL-CIO

C. Leave for Pre-Induction Examination. An Employee who is absent from work for the purpose of undergoing physical examination prior to induction into the United States Armed Forces shall be granted leave with pay for such purpose, and the leave shall not be charged against the Employee's vacation allowance.

ARTICLE 45 – SCHOOL FOOD SERVICE MANAGER

A. A committee consisting of School Food Service Managers from each school district, the Union, and representatives from the Department of Education shall, immediately upon signing of this contract, meet for the purpose of recommending changes to the existing handbook for School Lunch Services.

B. All School Food Service Managers shall be on duty six (6) working days prior to the reporting date of students according to the Board of Education approved Official School Calendar and three (3) working days after the last scheduled day for students according to the Board of Education approved Official School Calendar. School Food Service Managers shall be paid but not required to report to work on the day between semesters.

All School Food Service Managers shall be compensated, when requested, for any work they perform during their vacations at their hourly rate of pay for each hour of work performed in addition to their vacation pay.

C. Beginning with the 1998-1999 school year, all School Food Service Managers shall receive a Salary Differential for the seven (7) additional days added to the school year. The Salary Differential shall be determined by multiplying an Employee's existing daily rate of pay by seven (7) days. The Salary Differential shall be prorated over a twelve (12) month period effective at the start of the school year.

D. All School Food Service Managers shall have free lunch.

E. School Food Service Managers shall have the right to make recommendations for the selection of their permanent subordinates which shall be considered by the appointing authorities in selection of their staff members. Substitutes may be appointed by the School Food Service Managers from a list supplied by the Department.

F. Where funds and positions are available, Cafeteria Helpers shall be employed by November 15, after the official calculation of lunch counts and supplementary sales where the need for additional help is demonstrated.

G. The Employer shall grant three (3) days personal leave per calendar school year with pay to School Food Service Managers. Such personal leave shall be granted only upon application for business that can only

be transacted during the normal work hours of the School Food Service Managers and shall be charged to sick leave.

H. A School Food Service Manager who has been downgraded due to class formula shall be given lateral transfer privileges in the higher grade.

I. Notwithstanding the provisions of Article 35, Vacation Leave, and Article 36, Sick Leave, the policies and practices regarding vacation and sick leave for School Food Service Managers which were in effect on the execution date of this Agreement shall remain in effect for the duration of this Agreement except as modified in this Article.

ARTICLE 46 - WORK SCHEDULES

The present practices and policies concerning work schedules for Refuse Collection Foremen of the Employer shall remain in effect. It is understood that the Employer retains the flexibility to change such work schedules consistent with operational needs and existing policy.

ARTICLE 46A – REST PERIODS AND LUNCH PERIOD

A. All Employees shall be allowed rest periods of ten (10) minutes during each half of the workday or work shift and before each two (2) hours of continuous overtime work performed after completing a regular workday or work shift of eight (8) hours. The times and locations at which rest periods shall be taken are to be determined by the department head or designee after giving due consideration to the desires of the Employees and the requirements of the department.

B. All Employees shall be allowed a lunch period not exceeding forty-five (45) minutes. Such lunch period shall not constitute working time.

ARTICLE 47 - NO STRIKE OR LOCKOUT

A. The Union agrees that during the life of this Agreement the Union, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slow down, sickout, refusal to work, picketing or strike against the Employer.

B. The Employer agrees that during the life of this Agreement, there will be no lockout.

C. Any violation of this Article by the Union or the Employer shall not be subject to Article 11, Grievance Procedure, and either party may pursue such legal remedies as provided by law.

PAY RATES for
SCHOOL FOOD SERVICES MANAGER

ATTACHMENT B

Effective 07/01/2023

Bargaining Unit 02		Step A	**Step X	**Step Y	**Step Z
WF06 School Food Services Manager I	Annual	60,986.76	64,720.80	62,206.68	63,451.80
	Monthly	5,082.23	5,393.40	5,183.89	5,287.65
	Daily	234.56	248.96	239.28	244.08
F106 School Food Services Manager II	Annual	64,942.44	68,910.60	66,261.12	67,567.32
	Monthly	5,411.87	5,742.55	5,521.76	5,630.61
	Daily	249.76	265.04	254.88	259.84
F206 School Food Services Manager III	Annual	69,132.72	73,371.60	70,488.00	71,930.04
	Monthly	5,761.06	6,114.30	5,874.00	5,994.17
	Daily	265.92	282.16	271.12	276.64
F306 School Food Services Manager IV	Annual	73,605.72	78,140.52	75,096.96	76,588.20
	Monthly	6,133.81	6,511.71	6,258.08	6,382.35
	Daily	283.12	300.56	288.80	294.56
GF06 School Food Services Manager V	Annual	78,387.24	83,230.32	80,001.24	81,566.64
	Monthly	6,532.27	6,935.86	6,666.77	6,797.22
	Daily	301.52	320.08	307.68	313.68

This chart is not applicable to hourly-paid employees.

****Step X is not a valid step on the BU-02 Salary Schedule. It applies only to those employees who were on Step L5 on 06-30-2015 and were placed on Step X effective 07-01-2015.**

****Step Y is not a valid step on the BU-02 Salary Schedule. It applies only to those employees who were on Step B1 on 06-30-2020 and were placed on Step Y effective 07-01-2020.**

****Step Z is not a valid step on the BU-02 Salary Schedule. It applies only to those employees who were on Step C1 on 06-30-2020 and were placed on Step Z effective 07-01-2020.**