University
11-10-26

APPENDIX X.
IMPLEMENTATION

Section A. Professional Staff

Within 75 business days after ratification, all current Professional staff Employees shall be reclassified, as may be needed, to the appropriate position under this contract.

Section B. Research Employees

1. Within 75 business days ratification, all current Research Employees shall be reclassified, as may be needed, to the appropriate position under this contract.

2. Postdoctoral Researchers who would otherwise be eligible for promotion to the rank of Research Associate shall be eligible to be considered for promotion to the rank of Senior Postdoctoral Researcher.

3. Research Scientists who would be eligible for promotion to the rank of Senior Research Scientist under status quo procedures shall be eligible to be considered for the same promotion under this contract.

4. HMS Research Associates shall be appointed to Research Scientist, Senior Research Scientist, Postbaccalaureate Researcher, or another appropriate Professional Staff Position. Existing HMS Research Associates may remain in their current role if their visa status or lack of a doctoral degree prevents them from transitioning to Senior Postdoctoral Researcher, HAW staff researcher, or Research Scientist positions.

Section C. Instructional Employees

1. Effective with the first academic year following the ratification of this Agreement, there shall be three (3) classifications of Lecturers: Lecturers - Course Heads, Lecturers - Section Leader, and Lecturers - Course Contributor. These classifications shall replace the current Preceptor and Lecturer classifications.

2. Beginning with the first academic year following the ratification of the Agreement, new hires into what is now the Preceptor classification will be classified as Lecturer-Section Leader or Lecturer - Course Head going forward.

3. Implementation for Continuing Multi-year Preceptors and Lecturers

    a. Current Preceptors in the middle of their appointments may use the business title "Lecturer" immediately upon ratification of this Agreement.

    b. Current Preceptors in the middle of their appointments will have the opportunity to be considered for reappointment into a Lecturer position, subject to budgetary approval and curricular need, in the final year of their current appointments.

    c. For those Lecturers and Preceptors employed at the time of ratification of this Agreement and in the middle of an appointment, such Lecturers and Preceptors will complete their current appointment in the defunct classifications. All provisions of this contract pertaining to Lecturers CH/SL/CC shall apply to these red-circled Lecturers and Preceptors.

    d. In the final year of their current appointment, such Employees shall be notified by their department or program by January 31 whether they will be considered for reappointment into a Lecturer position following determination that there is a curricular need for the position and budgetary approval. Such Employees will then be considered and evaluated for reappointment into that Lecturer position and a decision on their application will be made prior to any department posting for the positions for internal or external candidates.

        i. The timelines specified in ARTICLE XX. APPOINTMENTS AND REAPPOINTMENTS Section D shall not apply to these reappointments. Employees shall be notified of the Division's final decision upon reappointment as soon as practicable, but in any event no later than April 30

    e. Employees reappointed from a Lecturer or Preceptor position into a Lecturer I - CH/SL/CC position shall maintain their level of compensation from the final year of their previous appointment, plus the standard annual raise for continuing Employees as established by this Agreement.

    f. If at the time of consideration for reappointment a department or program has established the criteria for the Lecturer II position, the department may, in its discretion, seek to reappoint the Employee at the Lecturer II rather than the Lecturer I level. If so promoted upon reappointment, the Employee shall be granted the

corresponding promotion raise along with the standard annual raise for continuing Employees as established by this Agreement.

g. The University will take into account any former Preceptor or Lecturer's past record of teaching and performance when such an individual applies for any open teaching position.

1. Annual Lecturers.

    a. Within 60 business days following ratification, all current annual Lecturers and annual Preceptors shall be reclassified to an Annual Lecturer CH, SL or CC.

2. Other Instructional Employees.

    a. Within 60 business days following ratification, all other Instructional Employees shall be reclassified, as may be needed, to the appropriate position under this contract.

3. The National Labor Relations Board certification includes the positions of "Directors" and "Assistant Directors." At the time of the negotiations of this Agreement, the parties were unclear as to which particular positions were embraced by these terms, although the parties do agree that terms "Director" and "Assistant Director" were limited, generally, to "academic" positions and not those directed towards other operational activities of the University. The parties have been meeting to discuss such positions and determine which ones belong in the bargaining unit and which do not.

Section D. Compensation

In no case shall any reclassification as part of this implementation revise an Employee's salary downwards. Any raise due to reclassification within 75 business days of ratification shall be paid retroactive to ratification.