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**Joint Proposal by the AAUP-BHSNJ, HPAE Locals 5089 and 5094,
CIR and CWA Local 1031
Preservation of Negotiations Unit Work – Rutgers University,
Rutgers Biomedical and Health Sciences**

1. Negotiations unit employees employed by Rutgers University, Rutgers Biomedical and Health Sciences (“RBHS”), shall continue to perform the medical, health-related and other services they are performing as of the effective date of this Article, including but not limited to, work negotiations unit employees are performing in conjunction with the Integrated Clinical Practice managed by Robert Wood Johnson Barnabas Health (“RWJBH”), the Cancer Institute of New Jersey, the New Jersey Medical School, the Robert Wood Johnson Medical School, and the other five schools that comprise RBHS, University Behavioral Health Care, and the other institutes that comprise RBHS. (“Negotiations Unit Work”).
2. There shall be no reduction in negotiations unit work or in the number of negotiations unit members as a result of the transfer of negotiations unit work from RBHS employees to Robert Wood Johnson Barnabas Health (“RWJBH”) employees.
3. Negotiations Unit Work transferred to RWJBH prior to the effective date of this Article, shall be transferred back to the appropriate Rutgers University negotiations unit as soon as practicable following the effective date of this Article. Upon the transfer back of Negotiations Unit Work, faculty already hired by RWJBH on the effective date of this Article shall be given an equivalent title/rank appointment at RWJMS no reduction in salary, benefits or other remuneration. All other terms of the appointment shall conform with the terms of this Agreement and shall be consistent with the appointment letters customarily used in that faculty member’s department. Faculty transferred from RWJBH to RWJMS shall retain their rank, if any, while employed by RWJBH, and shall receive credit for their time and accomplishments in connection with their RWJBH employment. Credited time and accomplishments shall be used for purposes of determining their seniority, rank, tenure, and benefits, including sick days, vacation days, and promotions as employees of RWJMS. Any additional remuneration beyond the faculty member’s base salary provided by RWJBH on the effective date of this Article shall be grandfathered and memorialized in the faculty’s member’s initial appointment letter to RWJMS. During this first appointment, faculty members shall retain all remuneration and benefits they received as an employee of RWJBH, in addition to any remuneration and benefits to which they are entitled pursuant to the parties’ Collective Negotiations Agreement.
4. For five years from the effective date of this Article, there shall be no layoffs or reduction in hours of work of negotiations unit employees. If any negotiations unit employee is laid off or otherwise separated from employment as a result of the transfer of negotiations unit work or of unit employees from the University to RWJBH, the employee shall receive a severance package that makes the employee whole for all compensation and benefits the employee would have received had the employee not been laid off in violation of this paragraph.

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5. Negotiations unit employees shall be supervised and/or managed by and report to employees of RBHS and shall not be supervised and/or managed by or report to employees of RWJBH.
6. RWJBH shall not be the employer of negotiations unit employees for any portion of their FTE.
7. The effective date of this Article is July 1, 2022.