

**AAUP-BHSNJ Bargaining Proposals Relating Partnerships between
Rutgers and Private Entities**

1. The term “partnership” means any relationship entered into between Rutgers, or any subdivision of Rutgers, including any school, unit, department, center, clinic, group or institute, and any private not-for-profit or for-profit entity, involving (a) medical and health related services, (b) graduate medical education, and (c) research, performed by members of the AAUP-BHSNJ bargaining unit.
2. Any partnership entered into by Rutgers, including, but not limited to, the proposed partnership outlined in the Letter of Intent (LOI) that was effective June 30, 2017, between Rutgers, Rutgers Health Group (RHG) and RWJ Barnabas Health (RWJBH), shall not adversely affect the employment status or the contractual or statutory rights and privileges of persons currently employed by Rutgers, who are represented by the AAUP-BHSNJ (bargaining unit employees or members), including, but not limited to their pension and retirement benefits and their tenure, job security or rank.
3. Following the effective date of a partnership, the terms and conditions of employment of all bargaining unit members, including all compensation and other benefits, shall be governed by the collective negotiations agreement between Rutgers and the AAUP-BHSNJ.
4. Following the effective date of a partnership, bargaining unit employees shall continue to perform the medical and health-related services, graduate medical instruction or research they performed prior to the partnership and such responsibilities shall not be transferred or assigned to employees of the partner. There shall be no reduction in bargaining unit work or in the number of bargaining unit members as a result of a partnership entered into by Rutgers.
5. If, following the effective date of a partnership, there is an increase in the medical or health-related services, graduate medical instruction or research that had been performed by bargaining unit employees prior to the partnership, bargaining unit employees shall perform the increased medical and health-related services, graduate medical instruction and research education services.
6. For five years from the effective date of a partnership, there shall be no layoffs, non-renewal of appointment, or reduction in hours of work of bargaining unit employees as a result of the partnership. If any bargaining unit employee is laid off or otherwise separated from employment as a result of a partnership, the employee shall receive a severance package negotiated by Rutgers and the AAUP-BHSNJ that makes the employee whole for all compensation and benefits the employee would have received had the employee not been separated in violation of this paragraph.
7. Bargaining unit employees shall be supervised and/or managed by and report to employees of Rutgers and shall not be supervised and/or managed by or report to employees of a partner.

8. A partner shall not be the employer of bargaining unit employees for any portion of their FTE.
9. All members of search committees for department chairs, division directors, and/or other RWJMS/NJMS faculty shall be employees of Rutgers. At least 50% of the members of a search committee shall be appointed by the AAUP-BHSNJ. A partner, including RWJBH, may provide input as to criteria for the selection of candidates, but a search committee shall exercise independent authority in recommending candidates for appointment.
10. The appointment letters of bargaining unit employees engaged in clinical practices shall identify the location of the unit member's clinical practice. Bargaining unit members shall not be involuntarily assigned to provide medical and other services at locations not identified in their appointment letters. If a bargaining unit member voluntarily agrees to be assigned to a location other than the one identified in the appointment letter, the unit employee shall be reimbursed for any additional costs he/she incurs as a result of such change in location. Prior to a change in the assigned location of a bargaining unit member, the AAUP-BHSNJ shall receive advance notice of such change. Any change in the assigned location of a unit member in a reappointment letter shall be subject to negotiations between the Administration and the AAUP-BHSNJ.
11. The appointment letters of bargaining unit members, who are assigned duties that include graduate medical instruction and/or research, shall specify the amount of time the bargaining unit employee shall be engaged in such non-clinical duties (protected academic time). Unit members shall not be assigned duties that interfere with their protected academic time.
12. The appointment letters of bargaining unit members shall not contain restrictive covenant provisions.
13. If a partnership agreement provides for joint committees of employees of Rutgers and the partner, which have authority over decisions regarding clinical services, the AAUP-BHSNJ shall have the right to appoint at least one quarter of the committee's members.
14. The AAUP-BHSNJ shall have the right to represent bargaining unit members concerning disputes over terms and conditions of employment, or over contractual provisions that are incorporated into the collective negotiations agreement between Rutgers and the AAUP-BHSNJ and that are related to the partnership agreement. The AAUP-BHSNJ shall have access to information necessary to enforce such contractual provisions and to bargain over the impact of the partnership on its unit members.