

Agreement Concerning Participation in the Employee Severance Plan
July 7, 2009

The AAUP-WSU and the University agree that eligible Bargaining Unit Faculty Members may participate in the Employee Severance Plan offered by the University to eligible employees, pursuant to the terms and conditions set forth in the attached Plan Document, subject to the provisions below.

As stated in the Plan, the University in its sole discretion reserves the right to retain certain employees who agree to participate in the Plan for up to one year beyond their respective elected Exit Dates, based on educational and operational needs of the University. The Provost will decide whether retaining a Bargaining Unit Faculty Member after the Member's elected Exit Date is warranted by educational and operational needs after reviewing statements from department chairs and recommendations from deans or, where applicable, vice presidents.

However if retention of a Member beyond the Member's elected Exit Date would impose an undue hardship on the Member and the Member provides reasonable evidence to the University of that hardship, such retention will not be imposed.

Should the Provost determine that some, but not all, of the faculty in a department should be retained past the Exit Date, the decision regarding which Member to retain past the Exit Date will be made as follows.

1. If there are needs identified in writing by the dean that one Member can clearly meet better than another, then the former will be retained.
2. If the need can reasonably be met by more than one Member, then
 - a. the Member(s) with more years at WSU as a tenure-track faculty member will be given the choice of whether to exit at the normal time or to remain longer, and
 - b. if two or more Members have the same number of years at WSU as tenure-track faculty, then the choice will be given according to rank (Professor, then Associate Professor) and then time in that rank at WSU.

Three provisions specified above shall be grievable using the procedures specified in Article 16 of the Collective Bargaining Agreement:

- A decision to retain "a Member beyond the Member's elected Exit Date" despite reasonable evidence of a hardship
- A decision "that one Member can clearly meet [the need identified by the dean] better than another" that is discriminatory, arbitrary, or capricious
- Failure to comply with provisions of item 2 or either of its sub-items above

Otherwise, the provisions specified above are not grievable.

Henry Ruminski, President
AAUP-WSU

William Rickert, Associate Provost

Rudy Fichtenbaum, Chief Negotiator
AAUP-WSU