UNIVERSITY OF NEBRASKA BOARD OF REGENTS
UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION

MEMORANDUM OF UNDERSTANDING

ADDENDUM TO THE 2013-2015 NEGOTIATED CONTRACT BETWEEN THE UNIVERSITY OF NEBRASKA BOARD OF REGENTS AND THE UNIVERSITY OF NEBRASKA AT KEARNEY EDUCATION ASSOCIATION

WHEREAS, the BOARD and the UNKEA (collectively the "Parties") are parties to a Collective Bargaining Agreement dated May 24, 2013 (the "CBA"); and

WHEREAS, Article VII, Sections 2 and 3 of the CBA provide for Faculty Salary Increases for the 2013-2014 and 2014-2015 Contract Years, respectively; and

WHEREAS, following a vote of UNKEA membership supporting a change in the manner that the salary pool increase is distributed UNKEA and the BOARD agree to the following addendum to the 2013-2015 contract that changes the current method of salary distribution presented in Article VII, sections 2 and 3.

WHEREAS, the UNKEA represents and warrants that it has the authority to execute this Memorandum of Understanding and Unit Members represented by the UNKEA have ratified this contract modification.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree that Article VII, Sections 2(b), 2(d), 3(b) and 3(d) of the CBA shall be amended as follows:

1. ARTICLE VII, SECTION 2(b) shall be amended to read in its entirety as follows:

(b) A faculty salary increase pool shall be established based on eligible faculty as defined in Section 4 (a) in the amount of 2.0% of the aggregate faculty Base Salary, (excluding stipends, overload, summer school or other compensation of any kind) of each eligible Unit Member receiving a satisfactory performance ranking. The faculty salary increase pool shall be applied as stipulated in Section 2, excluding item (a). In the event funds are insufficient to meet the specified distribution, adjustments will be made in reverse order beginning with Section 2, Item (d) Increase for Satisfactory Performance/Percentage of Base Salary.

2. ARTICLE VII, SECTION 2(d) shall be amended to read in its entirety as follows:

(d) Increase for Satisfactory Performance/Percentage of Base Salary: Any remaining salary increase funds of the faculty salary increase pool shall be distributed across-the-board as an equal percentage of the stated annual 2013-2014 base salary (excluding stipends, overload, summer school, or other compensation of any kind) of each eligible unit member receiving a satisfactory
performance ranking. The exact percentage will be determined after all amounts referenced in Section 2(c) have been allocated. It is the intention and expectation of the parties to this Agreement that after the amounts referenced in Section 2(c) have been allocated the exact percentage to be distributed across the board as an equal percentage will be determined by the Board and will be less than, and in no circumstance more than 2.0%.

3. ARTICLE VII, SECTION 3(b) shall be amended to read in its entirety as follows:

(b) A faculty salary increase pool shall be established based on eligible faculty as defined in Section 4 (a) in the amount of 2.0% of the aggregate faculty Base Salary, (excluding stipends, overload, summer school or other compensation of any kind) of each eligible Unit Member receiving a satisfactory performance ranking. The faculty salary increase pool shall be applied as stipulated in Section 3, excluding item (a). In the event funds are insufficient to meet the specified distribution, adjustments will be made in reverse order beginning with Section 3, Item (d) Increase for Satisfactory Performance/Percentage of Base Salary.

4. ARTICLE VII, SECTION 3(d) shall be amended to read in its entirety as follows:

(d) Increase for Satisfactory Performance/Percentage of Base Salary: Any remaining salary increase funds of the faculty salary increase pool shall be distributed across-the-board as an equal percentage of the stated annual 2014-2015 base salary (excluding stipends, overload, summer school, or other compensation of any kind) of each eligible unit member receiving a satisfactory performance ranking. The exact percentage will be determined after all amounts referenced in Section 3(c) have been allocated. It is the intention and expectation of the parties to this Agreement that after the amounts referenced in Section 3(c) have been allocated the exact percentage to be distributed across the board as an equal percentage will be determined by the Board and will be less than, and in no circumstance more than 2.0%.

5/29/2013
Date
Chief Negotiator
Board of Regents

5/29/2013
Date
Chief Negotiator
UNKEA