

**Memorandum of Understanding
Between the UCF Board of Trustees
and the United Faculty of Florida
Same-Sex Domestic Partner Health Care Stipend**

This Memorandum of Understanding is entered into this ____ day of _____, 2012, between the University of Central Florida Board of Trustees (“Board of Trustees”) and the United Faculty of Florida (“UFF”).

WHEREAS, the UFF is the certified bargaining agent for a unit of faculty and certain non-faculty employees of the University of Central Florida;

WHEREAS, the parties are currently engaged in collective bargaining negotiations on a full Collective Bargaining Agreement (“CBA”) that will address many issues other than benefits;

WHEREAS, the parties are committed to working toward the common goals of the University of Central Florida;

WHEREAS, both the Board of Trustees and the UFF believe that it would be in the best interest of UCF and its faculty to implement a same-sex domestic partner health care stipend benefit as soon as possible;

NOW, THEREFORE, the parties agree as follows:

1. **Policy.** The parties of this Agreement recognize the importance of providing a stipend to university employees who are in committed same-sex domestic partner relationships to help defray the cost of health care for same-sex domestic partners. In addition to promoting the university’s goals of equity and diversity, this program will assist the university in retaining and attracting excellent faculty. The parties agree to use the grievance and arbitration procedures established in Article 20 of the CBA in the case of any dispute over implementation of this MOU.

2. **Stipend Amount.** The amount of the same-sex domestic partner health care stipend shall be the lesser of: (1) the difference between the university’s contribution for “individual only” coverage in the plan selected by the employee and the university contribution for “family” coverage for that plan, or, (2) if the domestic partner has individual health insurance coverage, the actual cost of the domestic partner’s coverage.

The stipend shall be adjusted when changes are made in the employee’s coverage selection or to the amount of university contribution to the employee’s coverage selection. The stipend shall be paid to a participating, eligible employee on a bi-weekly basis, adjusted for the term of the employee’s contract. The stipend will be funded solely through the UCF Foundation without use of public funds.

3. **Eligibility.** For the purposes of this program, a same-sex domestic partner is defined as an individual who shares a committed, mutually dependent relationship with a UCF employee of the same gender, gender identity, or gender expression. In order to be eligible for the same-sex domestic partner health care stipend, the employee must have elected individual or family health insurance coverage with UCF and both the employee and the domestic partner must complete a Domestic Partnership Declaration form on which they attest that:

- They are at least 18 years of age and are mentally competent to consent to a contract.
- They are not legally married to anyone else and are not related.
- They have shared financial responsibilities for at least the past six months.
- The non-employee domestic partner is not employed or is not receiving health insurance benefits through his or her employer.
- Health insurance coverage is in effect for the same-sex domestic partner and coverage shall be maintained during any period for which the domestic partner health care stipend is paid or the same-sex domestic partner has been denied individual health insurance coverage within the preceding twelve (12) months and the stipend shall be used to help pay for the domestic partner's health care.

4. **Enrollment Procedures.** In addition to the Domestic Partnership Declaration form noted in the previous section, an employee who wishes to participate in the Domestic Partnership Health Care Stipend Program shall submit to UCF Human Resources-Benefits documentation from the employee and his or her same-sex domestic partner of at least three (3) of the following:

- joint ownership of real property
- mutual designation as attorney in a durable power of attorney document
- joint ownership of personal property or assets, such as automobiles or stock
- mutual designation as health care surrogate
- joint bank account
- driver's license or tax documents showing the same address
- legal documentation demonstrating joint adoption or legal guardianship of any dependents, whether children or adults
- joint consumer or bank loan
- joint credit cards
- joint lease
- designation of beneficiary for life insurance, retirement plan, and/or last will and testament

The employee and his or her same-sex domestic partner shall submit evidence the domestic partner is not receiving health insurance benefits from the domestic partner's employer, if the domestic partner is employed. The employee and his or her same-sex domestic partner shall submit evidence of the domestic partner's individual health insurance coverage and premium

payment or evidence the domestic partner was denied individual coverage within the previous twelve (12) months.

5. **Effective Date.** Employees who enroll and are approved by Human Resources-Benefits by December 15, 2011, will receive the stipend retroactive to January 13, 2012. Employees who enroll and are subsequently approved by the 15th of any month shall receive the stipend beginning with or retroactive to the first pay date in the month following approval, whichever is earlier.

6. **Additional Provisions.** All provisions of the Domestic Partnership Health Insurance Stipend Program Procedures Effective November 17, 2011 that do not contradict the terms of this MOU shall apply to the Same Sex Domestic Partner Health Care Stipend program established by this MOU.

7. **Other Benefits.** Where permitted under statute, the university shall apply Family Medical Leaves, Family Sick Leave, Bereavement Leave and similar policies and procedures to same-sex domestic partnership relationships.

Neither party will interpret this Memorandum of Understanding as waiving, nor will this Memorandum of Understanding be in any way deemed to waive, any right either party may have to bargain with respect to benefits and other terms and conditions of employment.

This Memorandum of Understanding shall take effect as of the date signed by the Board of Trustees and the United Faculty of Florida.

UNITED FACULTY OF FLORIDA

UCF BOARD OF TRUSTEES

By

By