

## MEMORANDUM OF UNDERSTANDING

The University of Florida Board of Trustees (hereafter, the "Trustees") and the United Faculty of Florida (hereafter, the "UFF") hereby agree and are parties to the following Memorandum of Understanding regarding parental leaves.

WHEREAS the Trustees and the UFF desire to provide on a pilot program basis paid parental leave benefits; and

NOW, THEREFORE, the parties agree as follows:

1. A faculty member shall be provided with up to nineteen and a half contiguous weeks, or one (1) semester, of paid parental leave when the faculty member becomes a biological parent or a child is placed in the faculty member home pending adoption, or the faculty member otherwise has significant care responsibilities for a newborn, a newly adopted child, or a child received into a licensed family foster home or any other situation in which a faculty member, domestic partner, or spouse becomes a legal guardian. Parental leave is also provided to a faculty member who is a domestic partner to an expected biological or adoptive parent. As used in this paragraph, the term "parent" shall be defined as the biological parent of a faculty member or an individual who stood in *loco parentis* to a faculty member when the faculty member was a child and the term "child" shall be defined as a biological, adopted, or foster child, a stepchild, or a legal ward, or a child of a person standing in *loco parentis*.

2. A faculty member may take one paid parental leave for the duration of the pilot program. In the circumstance that both parents are faculty members employed by the University, only one parent may elect paid parental leave for each event.

3. Leave cannot be taken during periods where the faculty member would not otherwise be assigned duties or not in pay status.

4. All parental leave up to nineteen and one-half (19.5) weeks, or one (1) semester, for each event shall be paid leave, regardless of the amount of accrued paid leave that the faculty member actually has at the time that the parental leave is taken. The faculty member shall not be required to use accrued leave during the first nineteen and one-half (19.5) weeks, or one (1) semester, of the parental leave. However, whenever the faculty member resigns, retires, or otherwise permanently terminates employment with the University, the number of hours that the faculty member has utilized for paid parental leave, excluding any hours that were taken as accrued leave, shall be deducted from the total balance of accrued sick and/or vacation leave that the faculty member has remaining at the time of separation from the University. This deduction

Approved: Michael Mattione  
For the University of Florida  
Board of Trustees

Approved: Chris Snodgrass  
For the United Faculty of Florida

Date: 2-8-2008

Date: 2/08/08

shall be performed only immediately prior to calculating any payment to be made to the faculty member for unused sick and/or vacation leave pursuant to Sections 24.9(a)(5)a. and 24.10(c) of the Agreement. A faculty member whose sick and/or vacation leave balance at the time of separation from the University results in a negative balance shall not be required to repay the cost of the parental leave.

5. In accordance with the provisions of Section 24.8 of the BOT-UFF Collective Bargaining Agreement, the faculty member may use sick and/or vacation leave, which the faculty member has already accrued, for any portion of the parental leave, but only if the faculty member freely chooses to utilize such already accrued leave.

6. The faculty member taking paid parental leave under this pilot program must return to University employment for at least one (1) academic year following the parental leave. Agreements to the contrary must be reduced to writing prior to taking the leave.

7. All rights and protections and obligations in Section 24.8 of the BOT-UFF Collective Bargaining Agreement shall also apply to this pilot program for paid parental leave.

8. All provisions of this pilot program shall be enforceable under Article 31, Grievance Procedure and Arbitration, of the Agreement.

9. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein.

10. This Memorandum of Understanding shall take effect as of the date the collective bargaining agreement is ratified by the University of Florida Board of Trustees and the United Faculty of Florida and shall continue to the expiration of the BOT-UFF Collective Bargaining Agreement and shall not continue as a contractual right or as a part of the status quo thereafter unless the parties enter into another agreement on parental leave containing the provisions.

Approved: Michael Lattin  
For the University of Florida  
Board of Trustees

Approved: Chris Smadger  
For the United Faculty of Florida

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