

**Memorandum of Understanding  
Regarding Parental Leave Benefit**

WHEREAS, Article 21, Section IX of the Collective Bargaining Agreement effective through July 1, 2016 between Bowling Green State University (“the University”) and the Bowling Green State University-Faculty Association (“the BGSU-FA”) (collectively, “the Parties”) provides for a paid parental leave benefit of up to twenty-five (25) consecutive business days for the birth of a child or the adoption or foster care placement of a child who is less than six (6) years of age;

WHEREAS, the Parties disputed how the parental leave benefit should be applied, have bargained in good faith regarding that dispute and having reached a compromise of both the Parties’ positions, now agree in this Memorandum of Understanding when bargaining unit faculty members (“BUFM”) may utilize the parental leave benefit;

NOW THEREFORE, the University and the BGSU-FA agree as follows:

1. The Parties recognize that parental leave is a contract benefit separate from and complementary to FMLA.
2. Except where otherwise noted, references to BUFM herein are references to 9-month bargaining unit faculty members. “Qualifying Event” means the birth of a child or the adoption or foster care placement of a child who is less than six (6) years of age.
3. A BUFM experiencing a Qualifying Event with five (5) or more weeks remaining in either the fall or spring semesters must take any parental leave in that semester. However, if the BUFM, chair and dean agree, parental leave may begin at any time in the next semester contiguous to the semester in which the Qualifying Event occurred. The decision of the chair or dean to refuse to allow parental leave to begin at a time later than the semester in which the Qualifying Event occurred is not grievable.
4. A BUFM experiencing a Qualifying Event with less than five (5) weeks remaining in the fall semester may defer the beginning of parental leave to the beginning (i.e., first day of contract) of the spring semester. Leave may begin at a later point in the spring semester if the BUFM, chair and dean agree.
5. A BUFM experiencing a Qualifying Event with less than five (5) weeks remaining in the spring semester may defer the beginning of the parental leave to the beginning (i.e., first day of contract) of the next fall semester so long as there is no intervening summer contract, in which case Paragraph 6.B shall apply. Leave may begin at a later point in the fall semester if the BUFM, chair and dean agree.
6. A BUFM who experiences a Qualifying Event during the summer semester, but who is not under contract for any part of the summer semester, can defer the beginning of the parental leave to the beginning (i.e., first day of contract) of the next fall semester, or beginning at a later point in the fall semester if the BUFM, chair and dean agree.)

- 6.B. A BUFM who is under contract for the summer session and experiences a Qualifying Event with five (5) or more weeks remaining in his/her summer contract(s) must take parental leave in the summer and may not defer to the next semester unless the BUFM, chair and dean agree. If the BUFM, chair, and dean so agree, leave may begin at the beginning of the fall semester or at a later point in the fall semester. The decision of the chair or dean to refuse to allow the deferral of parental leave until the fall semester is not grievable.
7. The decision of the chair or dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.
8. In the case of pregnancy, a parental leave may begin before the birth with the concurrence of the dean and chair. However, the decision of the chair or dean to refuse the beginning of parental leave in advance of birth is not grievable.
9. In those cases where the Qualifying Event occurs with less than five (5) weeks remaining in the semester and the BUFM wishes to defer the beginning of parental leave to the beginning of the next contiguous semester (spring or fall), the BUFM may use sick leave and/or unpaid FMLA leave in the semester during which the Qualifying Event occurs, in accordance with University sick leave and FMLA policies and as provided for by the CBA, without triggering the start of the BUFM's parental leave.
10. FMLA, if available, shall run concurrently with any parental leave. BUFM shall remain eligible to use sick leave (concurrent with FMLA if FMLA is available) and/or unpaid FMLA leave as available to the BUFM during the 12 months following the birth or placement of a child in accordance with University sick leave and FMLA policies.

11. PARENTAL LEAVE WHEN BOTH PARENTS ARE BUFM

When both parents are BUFM (9-month or 12-month), only one parent is eligible for parental leave at any given time.

For 9-month bargaining unit faculty, when a Qualifying Event occurs with more than five weeks remaining in the Fall or Spring semester, one BUFM parent must begin parental leave in that same semester. If, upon completion of the first BUFM parent's parental leave, more than five weeks remain in the Fall or Spring semester, then the second BUFM parent must begin and end their parental leave in that same semester. If, upon completion of the first BUFM parent's parental leave, less than five weeks remain in the semester, then the second BUFM parent may defer the beginning of parental leave in accordance with Paragraph 3-6 of this memorandum.

For 9-month bargaining unit faculty, when a Qualifying Event occurs with less than five weeks remaining in the Fall or Spring semester, then both BUFM parents may defer the beginning of the parental leave in accordance with paragraph four of this memorandum.

In such an instance, all parental leave must be completed within the next consecutive semester following the Qualifying Event.

The rules set out in Paragraph 6 concerning the use of parental leave when a Qualifying Event occurs in the summer semester shall apply in the case of two BUFM parents and the coordination of their leaves.

The decision of the chair or dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.

12. TWELVE MONTH BUFM

BUFM on 12-month contracts must begin parental leave within four (4) months of experiencing a Qualifying Event. Parental leave not begun within four (4) months of the Qualifying Event shall be forfeited, unless expressly agreed to in writing between the BUFM, chair and dean.

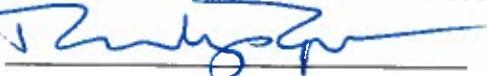
For 12-month BUFM who are assigned to traditional teaching responsibilities in the semester in which a Qualifying Event occurs, parental leave usage shall be governed by the rules specified in Paragraphs 3-6 of this memorandum.

The decision of the chair or dean to refuse to allow parental leave to begin at a time later than the beginning of the semester is not grievable.

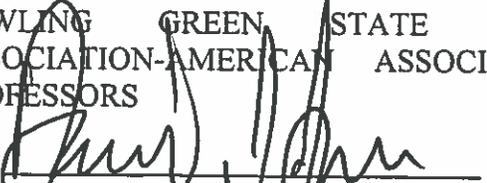
13. Parental leave not begun in accordance with these rules shall be forfeited, unless expressly agreed otherwise in writing between the BUFM, chair and Dean.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be made effective this 26 day of October, 2015.

BOWLING GREEN STATE UNIVERSITY

By:  Date: 10/15/15

BOWLING GREEN STATE UNIVERSITY FACULTY  
ASSOCIATION-AMERICAN ASSOCIATION OF UNIVERSITY  
PROFESSORS

By:  Date: 10-26-15