

## Memorandum of Agreement

This MOA is effective this 1st day of October 2018, between Flathead Valley Community College (hereinafter referred to as the “employer”) and the Flathead Valley Community College Education Association, MEA-MFT (hereinafter referred to as the “union”).

**Whereas**, the union and employer are parties to a collective bargaining agreement, addressing wages, hours of work, and working conditions among other matters of employment; and,

**Whereas**, the parties negotiated Article 9.300.E. which states:

### 9.300 Sick Leave

E. Sick leave charges shall be recorded in increments of no less than one day.

**Whereas**, the union and the employer agree to allow an employee on approved Family Medical Leave with a physician’s certification, which states his/her ability to work partial days and/or duties under prescribed circumstances, to report sick leave on a prorated daily basis.

**THEREFORE BE IT RESOLVED**, the parties agree that the reported amount of sick leave will be determined utilizing a prorated amount of LHE of his/her academic contract for the applicable semester. For example, an employee with 225 LHE for the semester who is able to continue to teach 90 LHE is carrying a .4 (3.2 hours per day) load; therefore, sick leave would be reported at .6 (4.8 hours per day).

**BE IT FURTHER RESOLVED**, the parties agree this agreement is retroactive to October 1, 2018 and is intended to assist employees on intermittent Family Medical Leave. It shall expire on June 30, 2019.

This memorandum will be implemented upon final signatures of authorized representatives of the employer and the union.

Signed this 22<sup>nd</sup> day of October, 2018

Signed this 22 day of October, 2018

  
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Jane Karas, President  
FVCC

  
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Conrad Rauscher, President  
FVCCEA