

MEMORANDUM OF UNDERSTANDING  
Between  
BATES TECHNICAL COLLEGE  
And  
BATES TECHNICAL COLLEGE PROFESSIONAL TECHNICAL EMPLOYEES  
  
RECOGNITION OF STUDENT RETENTION SPECIALISTS

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This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between Bates Technical College (“College”) and Bates Technical College Professional Technical Employees (“Union”).

WHEREAS, the College and the Union are parties to a collective bargaining agreement (“CBA”) in effect July 1, 2021 through June 30, 2023; and

WHEREAS, the Union filed a petition with PERC for unit clarification and sought to accrete the three Student Retention Specialist positions into the Union; and

WHEREAS, the College and the Union mutually agree to add the Student Retention Specialist positions into the Union based upon community of interest.

AGREED BY AND BETWEEN THE PARTIES, in consideration of the mutual understanding contained herein, that:

1. The College is agreeing to transition the Student Retention Specialist positions into the bargaining unit as Classified Employees as of July 1, 2022. The Student Retention Specialists will not be provided compensation for any overtime hours worked or other specialized pay while they were classified as Exempt employees.
2. Effective July 1, 2022 the three Student Retention Specialists will be moving from an Exempt position to the Professional Technical Employees (PTE) Union and placed on the salary schedule as a PTE 4 (A), which is an annualized salary of \$53,356.
3. Effective July 1, 2022 the Student Retention Specialists will be accruing leave based upon the PTE collective bargaining agreement. All leave accrued as an Exempt employee, before July 1, 2022, will remain unaffected.
4. Probationary timelines will coincide with the employee’s date of hire based upon the CBA language in Article V Section 24.
5. Seniority within the PTE Union will be retroactive to their date of hire based upon the CBA language in Article V Section 26.

6. The parties acknowledge that their respective decisions to enter into this MOU do not constitute an admission of wrongdoing or liability by either party.
7. Any action to enforce or interpret this MOU shall be made through the grievance process provided in Article III Section 6 of the collective bargaining agreement between the College and the Union.
8. This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein. Except as expressly provided herein, this Agreement supersedes all prior communications, oral or written, between Bates Technical College and the Union regarding the subject matter hereof. No modification to this MOU is valid unless it is in writing and signed by the parties.
9. No revision or waiver of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, we have set our hands on the dates indicated.

**BATES TECHNICAL COLLEGE**  
1101 S. Yakima Ave.  
Tacoma, Washington 98405

  
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Kameil Borders  
Executive Director of Human Resources

07/05/2022  
\_\_\_\_\_  
Date

**BATES PROFESSIONAL TECHNICAL  
EMPLOYEES UNION**

  
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Jannica Scott  
PTE Union President

07/05/2022  
\_\_\_\_\_  
Date