

MEMORANDUM OF UNDERSTANDING
Between
BATES TECHNICAL COLLEGE
And
BATES TECHNICAL COLLEGE PROFESSIONAL TECHNICAL EMPLOYEES

RECOGNITION OF DATABASE ANALYST

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 Database Analyst position into the Union; and

WHEREAS, the College previously acknowledged a similar position as part of the Union, Institutional Research Analyst, which is different from the Database Analyst position; and

WHEREAS, the College and the Union mutually agree to add the Database Analyst position 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 Database Analyst position into the bargaining unit as Classified Employees as of August 1, 2022. The Database Analyst will not be provided compensation for any overtime hours worked or other specialized pay while they were classified as Exempt employees.
2. Effective August 1, 2022 the Database Analyst will be moving from an Exempt position to the Professional Technical Employees (PTE) Union and placed on the salary schedule as a PTE 5 (B), which is an annualized salary of \$66,043.
3. Effective August 1, 2022 the Database Analyst will be accruing leave based upon the PTE collective bargaining agreement. All leave accrued as an Exempt employee, before August 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.

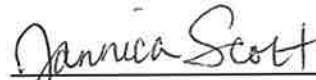
BATES TECHNICAL COLLEGE
1101 S. Yakima Ave.
Tacoma, Washington 98405



Kameil Borders
Executive Director of Human Resources

8/1/2022
Date

**BATES PROFESSIONAL TECHNICAL
EMPLOYEES UNION**



Jannica Scott
PTE Union President

8/1/2022
Date