

MEMORANDUM OF UNDERSTANDING

Between

BATES TECHNICAL COLLEGE

And

BATES TECHNICAL COLLEGE LOCAL 4184 AFT WASHINGTON / AFL-CIO

HIGH-DEMAND STIPEND & HIGH-DEMAND RETENTION STIPEND

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between Bates Technical College (“Employer”) and Bates Technical College Local 4184 AFT Washington / AFL-CIO (“Union”).

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement (“CBA”) in effect July 1, 2021 through June 30, 2024 containing information regarding various potential stipends outlined for Union covered positions; and

WHEREAS, the Employer and the Union agree the high-demand stipend is in addition to, and separate from, what is outlined within the current collective bargaining agreement; and

WHEREAS the State of Washington Engrossed Substitute Senate Bill 5187, Sec. 605. FOR THE STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES states, “\$40,000,000 of the workforce education investment account – state appropriation is provided to continue to fund high-demand program faculty salaries, including but not limited to nurse educators, other health-related professions, information technology, computer science, and trades (p. 547)”; and

WHEREAS the Employer will receive funding appropriated for two consecutive fiscal years, beginning on July 1, 2023 (FY23 – \$633,256) and July 1, 2024 (FY24 – \$633,256); and

WHEREAS the Employer and the Union agree to utilize the Department of Labor’s Bureau of Labor and Statistics information to reach the 80th percentile by using similar job occupation(s) salary information to achieve an average high-demand salary comparator; and

WHEREAS the Employer and the Union agree the funding appropriated by the State of Washington is to fund high-demand program Adjunct Faculty hourly rates that are recognized as nurse educators, health-related educators, information technology educators, computer science educators, and trades-related educators.

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

1. The Employer will set aside \$150,000 of the total funding annually appropriated by the state annually for new hire Faculty and Adjunct Faculty positions and other related

adjustments; an additional 18% (approximately \$96,500) will be set aside for taxes annually.

2. The Department of Labor's Bureau of Labor and Statistics (BLS) May 2022 data obtained for Seattle-Tacoma-Bellevue salary comparisons and/or in absence of that data, the Washington State salary comparisons will be utilized to achieve an average high-demand salary comparator. The BLS data will be used to put together occupation codes and titles that are similar and/or closely related to teaching Faculty's high-demand program based upon the BLS data occupation descriptions. The 80th percentile for target annual salaries will be based upon the BLS May 2022 Seattle-Tacoma-Bellevue and/or Washington State median hourly wages (50%). The 80th percentile will be achieved by increasing the median hourly wages (50%) for each selected occupational title identified per program by 30%, therefore using the overall average of the annual converted salaries to obtain the targeted high-demand annual salary.
3. Definition of High-Demand Program: A program identified within the nurse educators, other health-related professions, information technology, computer science, and trades. This also includes General Education course directly related to Science, Technology, Engineering and Mathematics (STEM).
4. Full-time Faculty who are teaching in a high-demand program may be eligible for an annual high-demand stipend up to \$7,685. The total amount of the high-demand stipend will be based upon the Faculty member's contracted annual salary compared to the targeted high-demand annual salary as shown in Appendix A.
5. Full-time Faculty whose contracted annual salary is less than the targeted high-demand annual salary comparator for their program will receive a stipend for the difference between the targeted annual salary and their contracted annual salary up to \$7,685 as shown in Appendix A.
6. All Adjunct and Moonlighting Faculty teaching in a high-demand program will receive \$6.00 per contact hour.
7. Full-time Faculty who are teaching a General Education STEM course may be eligible for a high-demand stipend up to \$113.00 credit hour per course (this does not include courses that are stacked) not to exceed \$7,685 per fiscal year. If any Faculty are receiving a program high-demand stipend in another area, this will section will not apply.
8. Full-time Faculty who are Nurse Educators will receive \$22,000 annual high-demand stipend, which is funded separately through the Nursing Educators Salaries, see Appendix A.

9. In Summer Quarter 2023, Adjunct Faculty who are Nurse Educators (PNUR course only) will receive \$11.65 per contact hour. Starting in Fall Quarter 2023, Adjunct Faculty who are Nurse Educators (PNUR course only) will receive \$14.00 per contact hour, which is funded separately through the Nursing Educators Salaries.
10. Full-time Faculty whose contracted annual salary is greater than the targeted high-demand annual salary comparator for their program and/or course WILL NOT be eligible to receive a high-demand stipend.
11. High-Demand Retention Stipend: Full-time Faculty who have been employed by the Employer for at least 5 (five) consecutive years in a full-time position (within the year the stipend is issued) and are not eligible to receive the full or partial \$7,685 high-demand stipend, but are in a high demand program may be eligible for the high-demand retention stipend up to \$7,685. Any Full-time Faculty either not receiving a high-demand stipend or receiving a partial high-demand stipend, will receive the remaining balance in the form of a high-demand retention stipend, for a combined total not to exceed \$7,685 as shown in Appendix A.
12. Eligible full-time Faculty hired after July 1, 2023 (or subsequently after July 1, 2024 for FY 2024) will receive a pro-rated stipend based upon the annualized amount.
13. Full-time Faculty eligible to receive a high-demand stipend will be paid in semi-monthly increments; and if the employment relationship has ended by the employee or employer prior to the end of their annual contract, the stipend amount will be pro-rated.
14. In order to receive a high-demand stipend Faculty must be current employees of the Employer as of the date signed by both parties of this MOU.
15. High-demand stipends will be applied retroactively starting July 1, 2023 for eligible employees who are current employees of the Employer and prior to the date of the signing of the MOU. A retroactive lump sum will be calculated using the date the MOU is signed, and depending on the payroll cycle dates using the "Due to Payroll" date. Lump sum retroactive high-demand stipends will be paid by December 25, 2023. If a current employee started after July 1, 2023, the stipend will be pro-rated.
16. Should the Legislature eliminate the funding for the high-wage stipend at any time prior to June 30, 2025, the parties agree that any outstanding payments and/or unused funds will be cancelled and the terms of this MOU will cease.
17. Employer will review high-demand stipend funding after the May 10th payroll has been completed annually. If there are high-demand funds that are anticipated to be

remaining in the fiscal year, any remaining funds will be equally divided amongst the eligible Full-time Faculty who are currently employed within the high-demand programs.

18. Any action to enforce or interpret this MOU shall be made through the grievance process provided in Article VI of the collective bargaining agreement between the Employer and the Union.
19. Except as described in this Memorandum, the terms and conditions of the Agreement will remain in effect during the duration of the collective bargaining agreement.
20. 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.
21. 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

11/15/2023
Date

BATES TECHNICAL COLLEGE LOCAL 4184
AFT WASHINGTON / AFL-CIO



Jim Androy
Faculty Union President

14 NOV 2023
Date