

MEMORANDUM OF UNDERSTANDING
Between
BATES TECHNICAL COLLEGE
And
BATES TECHNICAL COLLEGE PROFESSIONAL TECHNICAL EMPLOYEES
TEMPORARY HOURLY EMPLOYEE EXTENDED

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 collective bargaining agreement states a temporary hourly employee is defined as, “An individual employed on an hourly basis during a workload peak or to fill a vacant/open position or to fill in for a regular employee who is on a short- or long-term absence when there is a need to perform work for not more than 12 continuous months in the same position or department;” and

WHEREAS, the collective bargaining agreement states a temporary hourly employee is defined as, “Temporary employment for long-term absence may continue beyond 12 months by mutual agreement of parties;” and

WHEREAS, the College needed a temporary hourly employee to complete a scanning project to reach compliance with the college’s accreditation standards; and

WHEREAS, the College hired a temporary hourly employee to fill a temporary position of Student Records Clerk on October 1, 2021; and

WHEREAS, the College and the Union mutually agree it is beneficial to the college as a whole to allow the temporary position of Student Records Clerk to be extended beyond what is outlined in the collective bargaining agreement not to exceed April 28, 2023.

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

1. The College and the Union met prior to October 1, 2022 and verbally agreed to extend Lou Ann Martin as a temporary hourly employee.
2. The College and the Union both agree to extend Lou Ann Martin as a temporary hourly employee in the Student Records Clerk position not to exceed April 28, 2023, (the

position may end sooner than April 28, 2023 and will be based solely on the completion of the scanning project).

3. If the scanning project appears likely to exceed April 28, 2023, the College and the Union will reconvene on or before April 3, 2023 to discuss options.
4. The parties acknowledge that their respective decisions to enter into this MOU do not constitute an admission of wrongdoing or liability by either party.
5. 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.
6. 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.
7. 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

01/04/2023

Date

**BATES PROFESSIONAL TECHNICAL
EMPLOYEES UNION**



Jannica Scott
PTE Union President

01/04/2023

Date