



AFT Local 1789

Level 1 Grievance Form

To: Jennifer Dixon, Vice Chancellor of Human Resources

From: Helena Ribeiro, AFT Local 1789, District President; Denise Grollmus, South Seattle College Faculty Senate President; Jay McLean-Riggs, Seattle Central College Faculty Senate President; Lyle Crews, North Seattle College Faculty Senate President; Julian Barr, District Grievance Chair, AFT Local 1789

RE: Grievance: Article 4, Salary and Rates of Pay, Article 5, Fringe Benefits, Article 11, Operational Policies, Article 15, Grievance Procedure, Appendix A, Faculty Salary Provisions, Appendix B, Part-Time Salary Provisions, Appendix E, Enhanced Hiring of Full-Time Tenured Faculty

BASIS FOR THE GRIEVANCE

Members of the AFT Local 1789 union since the conversion to ctcLink from the Legacy systems, have experienced significant issues with the payroll system including but not limited to under payment, missing stipends and reimbursements, benefit miscalculation, etc. This has been an ongoing systemic issue that has affected dozens of members since the implementation of ctcLink. Seattle Colleges has a legal obligation to fulfill its responsibility to pay its employees on time and accurately. There has been documented failure for Seattle Colleges' Human Resources and Payroll leadership to create and implement systems that ensure everyone is getting paid accurately, on time, and receiving all benefits.

Examples Follow Supporting the Grievance and Articles Violated

Violation of: Article 4, Salary and Rates of Pay, Article 5, Fringe Benefits, Article 11, Article 15, Grievance Procedures, Operational Policies, Appendix A, Faculty Salary Provisions, Appendix B, Part-Time Salary Provisions, Appendix E, Enhanced Hiring of Full-Time Tenured Faculty

1. Miscalculated sick leave balances: article 5.2
2. Misapplication of high demand funds: article 11.3
3. 10-day list: article: 4.1.B
4. HR not interpreting 4.5% increase as being applied to base salaries/new faculty contracts: Appendix A and B and E
5. Paycheck overpays/underpays: Article 4
6. Miscalculated salary schedules: Appendix A
7. Missing rollover increases: Appendix A.3 and B.3

8. Benefits miscalculations: Article 5.15

9. PSLF forms not getting signed/returned- Not covered in CBA but what is the expectation for turn around per Policy 406?

10. Requests for information (from faculty) ignored: Article 15.4

11. Missing reimbursements: Article 11.5

12. Moonlight payments late: Articles 4.8, 4.1.B.4

13. Inconsistency in communication re pay- 4.4

NATURE OF THE GRIEVANCE

On or about October 15, 2023, AFT Local 1789 became aware of widespread systemic issues affecting salary, additional compensation, reimbursement, and benefits of faculty that seem to originate in failures of the CTC link system, understaffing of Payroll and departments that affect payroll, inconsistent applications of salary schedules, and misinterpretations of negotiated raises. This also includes Division offices in which teaching contracts are generated and are delayed or inaccurate, and HR offices responsible for benefits and travel reimbursements.

These issues violate Article 4 of the contract by denying or delaying salary payment. In addition to article 4, several instances violate additional articles of the contract as detailed below, and in some cases violate City of Seattle and/or Washington State labor law.

Although this grievance is on behalf of the individuals named, the problems identified affect many more faculty. We are grieving the overall process of compensating faculty through pay, pay placement, reimbursement, and benefits and are seeking remedies that address the system as a whole.

The question:

Has SCD violated the CBA with ongoing and widespread problems across its human resources and payroll system?

RELEVANT EXAMPLES AND ARTICLES VIOLATED

As this is a widespread, systemic problem, these cases serve as relevant examples, rather than individual grievances.

1. Miscalculated sick leave balances and failure to process sick leave requests 5.2

Example: Did SCD violate article 5.2 of the contract when Sean Cargill's request for sick leave was not formally approved in CTCLink and he was, therefore, not compensated on the paychecks for which the leave was requested? Are other faculty adversely affected by a miscalculation of sick leave or the failure to process sick leave requests within the relevant pay period?

2. Misapplication of high demand funds 11.3

Example: Did SCD violate article 11.3 of the contract when it did not consistently pay high demand salary to [A faculty member in Dental Hygiene] and countless other faculty in Dental Hygiene and other "high demand" departments?

3. 10-day list- 4.1.B

Example: Did SCD violate article 4.1.B of the contract when it did not supply Helena Ribeiro, AFT Local 1789 District President, with a 10-day faculty list in October 2023?

4. HR is not interpreting 4.5% increase as being applied to base salaries/new faculty contracts Appendix A and B and E

Example: Did SCD violate Article 4, and appendices A, B, and E of the contract and the MOU signed in June 2023 when the 4.5% increase was not added to the salary tables and, thus, newly hired faculty across the colleges did not receive the 4.5% increase negotiated between AFT Local 1789 and the Seattle Colleges District?

5. Paycheck overpays/underpays- Article 4

6. Miscalculated salary schedules Appendix A and B

Example: Did SCD violate Appendix A of the contract when [Faculty Member] and other faculty, were placed at the wrong step of the salary schedule?

Example: Did SCD violate Appendix A when [Faculty Member] was placed at salary schedule 9, which no longer exists, in her position as Temporary Full-Time Faculty?

Example: Did SCD violate Appendix B.3 when it failed to process [Faculty Member's] salary step increase after she submitted evidence of earning a more advanced degree?

7. Missing turnover increases Appendix A.3 and B.3

Example: Did SCD violate Appendix B.3 when it failed to calculate turnover funds for part-time faculty for the past several years?

Example: Did SCD violate Appendix A.3 when it failed to calculate turnover funds for full-time faculty for the years 21-22 and 22-23 or failed to process EEPD increases for full-time faculty?

8. Benefits miscalculations 5.15

Example: Did SCD violate article 5.15 of the contract when SCD did not send updated information to [Retired Faculty Member] and the Department of Retirement services? [Retired Faculty Member], a faculty member who retired in Sept 2022, has been requesting for over a year that SCD supply earning information to the Department of Retirement Systems (DRS) in order for them to recalculate and update his pension, which is missing retro pay. He sent out an RFI in September of last year, and has sent multiple communications to the payroll office and payroll partners and has not received a response, nor has the requested information been supplied to DRS.

9. PSLF forms not getting signed/returned- Not covered in CBA but what is the expectation for turn around per Policy 406?

10. Requests for information (from faculty) ignored- 15.4

Example: [A Faculty Member] emailed [Payroll staff] for clarification about high demand and substitute pay for the Dental Hygiene faculty on October 19th and has not received a reply.

11. Missing reimbursements 11.5

Example: Did SCD violate the contract and Washington State Law when [a faculty member] was not reimbursed for travel in a timely manner? She submitted paperwork for reimbursement for travel to the American Library Association's annual conference at the end of June. She had received grants from both

District Faculty Development and Central's Lockwood funds. To date, she has still not been reimbursed for upwards of \$2,500. She has been told that the Lockwood funds were incorrectly removed in the system, and that there is no one to sign for the reimbursement at District now that Kurt Buttleman no longer works there.

12. Moonlight payments late Section 4.8

Example: Did SCD violate section 4.8 of the contract when [a Faculty Member], and other affected faculty, repeatedly did not receive her moonlight pay on time because her UA failed to approve her contract on time? As a result, she's had to be paid thousands in backpay in a way that then pushes her into a higher tax bracket. Payroll failed to catch this, so she had to go back and also seek reimbursement for being overtaxed and request that her tax rate be adjusted.

13. Inconsistency in communication re pay- 4.4

Example: Did SCD violate article 4.4 of the contract by giving different, incomplete, and/or inaccurate information about pay and payroll solutions? For example, faculty like [Faculty Member] are sometimes offered emergency checks or sometime told that money will be put onto subsequent paychecks. Newly hired faculty, like [Faculty Member] for example, were not informed of pay increases that would affect the salary that they were quoted during the hiring process. Faculty, like [Faculty Member], were also told that they'd been overpaid and that their overpayment would be deducted from their subsequent paycheck, in violation of RCW [49.48.200](#). [Faculty Member] was then told that, in fact, she may not have been overpaid, but has received no further information or resolution in the matter.

RESOLUTIONS DESIRED

AFT Local 1789 asks for the following relief, including but not limited to the employer, to immediately make all affected employees whole by:

- Conducting an external audit through a third party of missing pay, reimbursement, incorrect step placement, and high demand status retrospective to January of 2020. We also demand to see the full report of the external audit including all relevant data for full transparency.
- Negotiating the amount that faculty who have been overpaid owe back to the district to zero dollars, in accordance with RCW [49.48.200](#).
- Immediately paying all wages and reimbursements owed to faculty by the next pay period.
- Recalculating retirement benefits found to be missing for faculty.
- Reimbursing interest paid for expenses carried by faculty who did not receive reimbursement for duties carried out in the interest of professional development for their role at the college.
- Immediate issuance of the 10-day list for this quarter, and on-time for all future quarters.
- Immediate calculation of part-time turnover funds and the immediate retroactive payment and application of any potential increases.
- Restoring classified staff positions that support training of employees who work with any step of the payroll system.

In pursuit of these remedies, no negative fallout should befall current classified payroll staff.
