

GRIEVANCE

I. Procedure

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. However, the time limit specified may be extended by the College President, a vice president, or designee(s).
- B. Informal Level:
 1. Prior to the expiration of fifteen (15) days (see miscellaneous provisions), after the aggrieved knew, or should have known, of the act or conditions on which the grievance is based, the potential grievance must first be discussed with the immediate supervisor of the aggrieved or an administrator with the objective of resolving the matter informally.
 2. The aggrieved must notify their supervisor or an administrator that this meeting is the Informal Level of a Grievance Proceeding either electronically or in writing. At this time, the aggrieved may discuss the potential grievance personally or may request that a representative accompany him/her and/or act on his/her behalf. If the grievance is not resolved at the informal level, the aggrieved must, within five (5) days from the date of the informal discussion, file a Level One grievance with a vice president.
- C. Level One:
 1. A grievance will first be reduced to writing on the form attached hereto and shall then be discussed with a vice president with the objective of resolving the matter. Unless extended by the vice president, the discussion between the aggrieved and the vice president must occur within ten (10) days from the date the Level One grievance is received. Within ten (10) days after said meeting, the President, or designee(s), shall render their decision in writing to the aggrieved. Within ten (10) days after said meeting, the President, or designee(s), shall render their decision in writing to the aggrieved.
- D. Level Two:
 1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, the aggrieved shall, within ten (10) days, file the written grievance with the Western Dakota Tech (WDT) Human Resources office (HR). The College President, or designee(s), will represent the administration at Level Two of the grievance procedure. The President, or designee(s), shall meet with the aggrieved and parties-in-interest in an effort to resolve the grievance. Unless extended by the President or designee(s), such meeting shall take place within

ten (10) days after the receipt of the written grievance by the President. Within ten (10) days after said meeting, the President, or designee(s), shall render their decision in writing to the aggrieved.

E. Rights of Employees to Representation:

1. WDT shall not discriminate against any employee, any party-in-interest, or any other participant in the grievance procedure by reason of such participation. Any aggrieved person or party-in-interest may be represented at any level of the grievance procedure by the employee and/or the employee's representative. Prior to the time of any grievance meeting, the employee shall advise the WDT HR Office as to the name of the employee's representative.

F. Miscellaneous Provisions:

1. If a grievance affects a group of employees, such grievance may be submitted in writing directly to the WDT President's office, and the processing of such grievance may be commenced at Level Two.
2. The College HR office shall make available to the aggrieved and the aggrieved person's representative all pertinent information, not privileged under law, in its possession or control, which is relevant to the issues raised by the grievance.
3. When it is necessary for the employee and/or the employee's representative to attend a meeting or a hearing called during the school day, such person or persons shall make advance arrangements with their supervisor, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
4. No grievance shall be recognized unless it has been presented at Level One within twenty (20) days after the aggrieved knew, or should have known, of the act or conditions on which the grievance is based. If not so presented, the grievance will be considered as waived, provided that a group grievance filed under the first paragraph of the Miscellaneous Provisions hereof shall not be recognized at Level Two unless it has been filed with the WDT President within at least thirty (30) days after the act, or condition upon which it is based, occurred.
5. Failure by an employee to comply with any time limitation shall constitute a withdrawal of the grievance.
 - a. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn and will not benefit by any later settlement of an individual or group grievance.

II. Definitions – None

Legal References: None

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