

**MARINE AIR GROUND TASK FORCE TRAINING COMMAND  
MARINE CORPS AIR GROUND COMBAT CENTER  
TWENTYNINE PALMS, CALIFORNIA 92278**

**ANNOUNCEMENT TO EMPLOYEES**

Notice to employees in Exclusive Bargaining Unit, Marine Air Ground Task Force Training Command, Marine Corps Air Ground Combat Center, Twentynine Palms, California.

Be advised that you have the following rights of representation:

1. Pursuant to Section 7114 (A)(2) of Title 5, U. S. Code, as amended by the Civil Service Reform Act (P. L. 95-454), this is to inform you that the Exclusive Union must be given the opportunity to be represented at any examination of an employee in the bargaining unit by a representative of management in connection with an investigation if:
  - a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - b. The employee requests representation.

Specifically, the Code states:

92 STAT.1202 PUBLIC LAW 95-454-OCT. 13, 1978

“7114. Representation rights and duties

(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interest of all employees in the unit it represents without discrimination and without regard to labor organization membership.

- (2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented as –
  - (A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or
  - (B) any examination or an employee in the unit by a representative of the agency in connection with an investigation if -
    - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
    - (ii) the employee requests representation.
- (3) Each agency shall annually inform its employees of their rights under paragraph (2)(B) of this subsection.”

The following is an excerpt from the negotiated agreement between NAFIs at Twentynine Palms and AFGE Local 2018:

"ARTICLE 42 GRIEVANCE PROCEDURE

Section 6. Grievances to which this Article applies will be submitted to the grievants' immediate supervisor, except as otherwise provided in the Agreement, or where the decision or action grieved was taken by a level of supervision above the immediate supervisor, in which case the grievance will be initiated at Step 2 or 3 as appropriate. The time limit for submitting the initial grievance is ten (10) working days from the date the employee became aware of the action or occurrence which led to the grievance.

- Step 1. An employee, who may be accompanied by the appropriate Union representative, will present the grievance informally to the immediate supervisor. The employee will specifically state the dissatisfaction, the Article and Section of the Agreement allegedly violated, if applicable, and the corrective action desired. The supervisor or management official will make whatever investigation is necessary and render an oral decision within ten (10) working days after receipt of the grievance. The Union and the Employers anticipate that most employee grievances will be settled at the Step; however, if the grievant is not satisfied with the decision, the ten (10) working day time limit to submit the initial grievance in writing begins and the grievance may proceed to Step 2.
- Step 2. The grievant will submit the grievance in writing to the Employers within ten (10) working days after receipt of the Step 1 decision or receipt of a disciplinary action letter. The grievance shall specify the dissatisfaction, the points not resolved by the supervisor or management official, and the corrective action desired. Within ten (10) working days after receipt of the grievance, the employer will meet with the grievant and the Union representative. Within ten (10) working days after the meeting, the Employers will render a written decision to the grievant. If the grievant is not satisfied with the decision, the grievance may proceed to Step 3.
- Step 3. At this Step, the grievant will submit the grievance in writing to the Commanding General or is designated representative within ten (10) working days after receipt of the Step 2 decision. The grievance will specify the dissatisfaction, the points not resolved by the department head, the corrective action desired and whether the grievant desires a meeting with the Commanding General or a designated representative and such other management officials as desired by the Commanding General. The meeting will include the appropriate Union representative. The Commanding General will render a written decision to the grievant within ten (10) working days after the meeting or receipt of the grievance if there is no request for a meeting. If the grievant and the Union are not satisfied with the Commanding General's decision, the Union may, within ten (10) working days from the date of the decision in Step 3, invoke arbitration."

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Employee Signature

4/27/2007  
Date