



law office of

heidi meinzer, PLLC

515-B East Braddock Road, Alexandria, VA 22314 | p. (703) 548-1915 | f. (703) 548-1898

**VIA ELECTRONIC MAIL at Janice.Eckels-Borneman@MWAA.com
and bryan.norwood@MWAA.com AND FIRST CLASS MAIL**

DATE: February 23, 2018

TO: Janice Borneman-Eckels, MWAA Labor Relations
Bryan Norwood, MWAA Acting Chief of Police

FROM: Heidi Meinzer, Counsel for IUPA Local 5004
Cpl. Paul Alexander, Union President, IUPA Local 5004

GREIVANT: All officers using parking lots at DCA and IAD

RE: Step 3 Grievance regarding Lack of Secured Parking Lots:
CONSENT TO PLACE DEADLINES ON HOLD HEREBY WITHDRAWN;
NOTICE OF REQUEST TO ARBITRATE IF STEP 3 IS MOOT

FACTS: Article 26 of the Collective Bargaining Agreement states that Bargaining Unit employees who pay the prevailing period fees are entitled to a "secure parking location adjacent to each station at either Airport without additional charge." Neither of the parking lots at Dulles International Airport or Reagan National Airport is secured.

In accordance with Article 31, Section 2, the Union initiated an oral grievance with the Station Commander/Professional Standards Bureau Commander, which was followed up by an email dated July 26, 2017 to Lt. Timothy Blayman. Having had no response to that oral grievance, the Union's position was that it was proper to proceed to Step 2 by way of its written grievance dated August 2, 2017.

By email dated August 10, 2017, the parties agreed to place deadlines regarding the grievance on hold while the parties attempted to resolve the issue. On February 13, 2018, Deputy Chief Tyler responded with the following:

We have a project to design the roadway behind the Exxon station which has been budgeted this year. We have been coordinating with the Real Estate group as to their prospect efforts on an upcoming RFP to ensure our access is not impeded. The design process will identify all of the requirements and end with a set of plans to solicit and identify construction cost that will be requested in the 2019 budget.

As soon as the task is issued for design, you or your representative will be included in the process to capture all of the functional requirements and participate in the document review. Chris Beausoleil will be heading up this effort and is on copy of this message.

This response is unacceptable on multiple grounds. First, it addresses the lot for only one of the two airports. Second, it fails to spell out what security measures will ultimately be put into place for the lots. Third, it fails to address what security measures

will be put in place at either airport pending the ultimate completion of that project. While the parties have been attempting to resolve this issue, security issues have continued in the unsecured parking lots for both airports.

SECTIONS VIOLATED: Article 26 of the Collective Bargaining Agreement, which states:

Article 26 – Parking

Section 1

Bargaining Unit employees shall, upon payment of the prevailing periodic fees, be entitled to a secured parking location adjacent to each station at either Airport without additional charge. However, the employees must obtain the appropriate hangtag.

PROPOSED REMEDY: The Collective Bargaining employees should be provided with secured parking locations at both airports pursuant to Article 26. During the pendency of this grievance, the Union additionally demands that: (1) security measures be put in place, to include an off-duty/overtime (so as not to reduce current staffing levels) armed MWAA police officer stationed around the clock to patrol the lots at each of the airports until such time as the parking lots at both airports are fully secured; and (2) all fees paid by all officers to park in the lots in 2017 be reimbursed, and all future fees to park in the lots be waived until such time as the lots at both airports are fully secured.

Pursuant to Article 31, Section 3, we anticipate a response from Vice President Norwood. Anticipating that Vice President Norwood's response would be the same as Deputy Chief Tyler's response, Step 3 would therefore be moot and the Union submits this letter as the Union's Notice to Request Arbitration in this matter.

Sincerely,



Heidi Meinzer, Counsel for IUPA Local 5004