

VIA EMAIL ONLY

DATE: December 4, 2023

TO: Bryan T. Norwood, Vice President for Public Safety
LaTonya Andrews, MLER, Labor Relations

FROM: Heidi Meinzer, Counsel for IUPA Local 5004
Cpl. Jason Moseley, President, IUPA Local 5004

RE: Demand to Arbitrate
Matter: Pay Review Grievance
Grievant: All Members of the Bargaining Unit

The Union is in receipt of Mr. Norwood's November 28, 2023 Response to the Union's Step Three Grievance regarding the Pay Review Issue. **Pursuant to Article 31, Section 2 and Article 32, the Union demands arbitration on behalf of all Bargaining Unit employees in this matter.**

FACTS:

The Authority recently completed a pay study and has repeatedly refused to provide the Union with a copy of the portion of the review that applies to the Bargaining Unit, in violation of Article 35 of the CBA.

On Friday, September 29, 2023, Cpl. Stephen Gorden initiated a Step 1 Grievance with Major Crowder regarding this failure. On Sunday, October 1, 2023, Major Crowder responded that he was unable to resolve the grievance.

On October 4, 2023, MWAA sent a Power Point Presentation regarding the pay review for the Police Bargaining Unit. However, MWAA has yet to send a copy of the portion of the actual pay review that applies to the Police Bargaining Unit, as required by Article 35 of the CBA and has been the past practice.

On October 9, 2023, the Union initiated Step 2 of this grievance. At Chief Huchler's request, I provided the Chief with documentation that demonstrates that MWAA has provided a copy of the actual pay study report along with the Power Point Presentation in the past. On October 25, 2023, Chief Huchler responded that the information the Union was provided for this most recent pay study "appears to address all of the elements" of a comparison. That response did not address whether there was an actual report and, if so, why MWAA has failed to provide a copy of that report as required by the CBA and as is the past practice.

On November 1, 2023, the Union initiated Step 3 of this grievance. On November 28, 2023, Mr. Norwood replied to Step 3 denying the grievance. There were no new

arguments or facts presented, and no representation about whether MWAA is in possession of a report or review beyond the Power Point Presentation that was provided.

Because MWAA continues to fail to comply with Article 35 of the CBA, it is proper to proceed to arbitration by way of this arbitration demand.

SECTIONS VIOLATED: Article 35 of the Collective Bargaining Agreement states:

Article 35 – Pay Review

The Employer intends to conduct a review of the Washington Metropolitan Area to determine comparable pay. Upon completion of the review, the Employer shall promptly forward that portion of the review that applies to the Bargaining Unit to the Union.

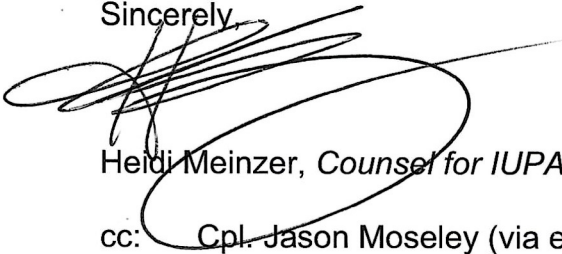
PROPOSED REMEDY: The Union demands the following remedies:

1. A definitive statement in the Step 3 response regarding whether there exists a pay study report or review (separate from the Power Point Presentation that was provided).
2. The Authority shall immediately (and by a date and time certain) provide the Union with a copy of the portion of the recently conducted pay review that applies to the Police Bargaining Unit.
3. Posting of a remedial notice in locations accessible to all Bargaining Unit employees of the Authority's violation and the remedies awarded to the Union.
4. Any other relief deemed just and appropriate, including reasonable attorney's fees and costs for the Authority's blatant repeated disregard of the CBA.

The Union reserves the right to amend or revise this grievance based on any facts and information obtained during the pursuit of this grievance and any ensuing arbitration.

Pursuant to Article 31, Section 2 and Article 32, the Union demands arbitration on behalf of all Bargaining Unit employees in this matter.

Sincerely,



Heidi Meinzer, *Counsel for IUPA Local 5004*

cc: Cpl. Jason Moseley (via email)

