

**DISTRICT OF COLUMBIA
WATER AND SEWER AUTHORITY**

Board of Directors

**Human Resources and Labor Relations
Committee Meeting**

Tuesday, October 1, 2024
10:30 am

**Microsoft Teams Meeting
Join on your computer, mobile app**

[Join the meeting now](#)

Meeting ID: 266 766 535 719

Passcode: X3tb6X

Or call in (audio only)

[+1 202-753-6714,,341015390#](#)

Phone Conference ID: 341 015 309#

1. Call to OrderJed Ross, Chairperson
2. Roll Call..... Michelle Rhodd, Board Secretary
3. Executive Session*..... Jed Ross, Chairperson
 - To discuss collective bargaining negotiations under D.C. Official Code § 2-575(b)(5)
4. AdjournmentJed Ross, Chairperson

This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov.

¹The DC Water Board of Directors may go into executive session at this meeting pursuant to the District of Columbia Open Meetings Act of 2010, if such action is approved by a majority vote of the Board members who constitute a quorum to discuss certain matters, including but not limited to: matters prohibited from public disclosure pursuant to a court order or law under D.C. Official Code § 2-575(b)(1); terms for negotiating a contract, including an employment contract, under D.C. Official Code § 2-575(b)(2); obtain legal advice and preserve attorney-client privilege or settlement terms under D.C. Official Code § 2-575(b)(4)(A); collective bargaining negotiations under D.C. Official Code § 2-575(b)(5); facility security matters under D.C. Official Code § 2-575(b)(8); disciplinary matters under D.C. Official Code § 2-575(b)(9); personnel matters under D.C. Official Code § 2-575(b)(10); third-party proprietary matters under D.C. Official Code § 2-575(b)(11); train and develop Board members and staff under D.C. Official Codes § 2-575(b)(12); adjudication action under D.C. Official Code § 2-575(b)(13); civil or criminal matters or violations of laws or regulations where disclosure to the public may harm the investigation under D.C. Official Code § 2-575(b)(14); and other matters provided under the Act.

Received
J.P. 9-23-24

September 23, 2024

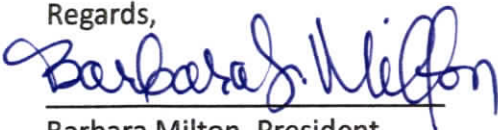
Amber Jackson, Director and Associate General Council
DC Water and Sewer Authority
1385 Canal Street SE
Washington, DC 20003

Dear Amber Jackson:

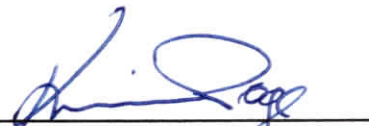
It is our understanding that you are attempting to send what you call a "clean copy" of the T/As for our successor Compensation Agreement for October 1, 2023 to September 30, 2027 to the Board for their review. We do not agree with this process because we have not had a chance to review your version of a "clean copy" of the T/As. Our review may take some time and would hold up the implementation of the Compensation Agreement. Please be advised that this is not the process we have used for years, when implementing our Collective Bargaining Agreements, including the Compensation Agreement. It has been a long-standing past practice that Mr. Spears and his predecessors would give the Board's HR Committee a high-level summary of each negotiated article. The HR Committee would then send the information to the full Board. Afterwards, we would have a signing ceremony with the DC Water Board of Directors. We signed the signature page of the Compensation Agreement. Then the terms of the Compensation Agreement was implemented. Sometime after the CBA signature page is signed, we prepared a clear ("clean") document of the T/As to send to the printer, which was fully reviewed in advance by both labor and management.

Ms. Milton spoke to George Spears on September 19, 2024, to confirm this process and he informed her that this is the process, explained above. We request that you not give the Board your version of a "clean copy" of the T/As and that you follow our past practice for implementing our Compensation Agreement. We have prepared a summary document of the changes made during negotiations, you may use this summary to expedite the implementation of our Compensation Agreement.

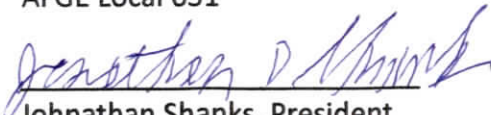
Regards,



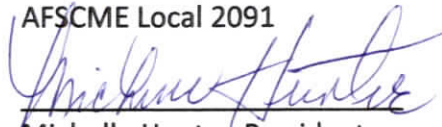
Barbara Milton, President
AFGE Local 631



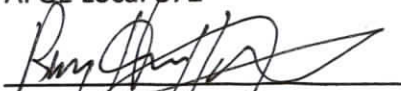
Kevin Poge, President
AFSCME Local 2091



Johnathan Shanks, President
AFGE Local 872



Michelle Hunter, President
NAGE Local R3-06



Ray Huffman, President
AFGE Local 2553

**Summary of the Successor Compensation Agreement
between the Unions and DC Water
Compensation Unit 31**

CBA - Duration October 1, 2023 to September 20, 2027

| Article | Status Summary | Comments |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Preamble | No Change | |
| Article 1 Section A - Wages | October 2023 – 3% salary increase <i>with retro pay</i> October 2024 – 3% salary increase <i>with retro if not implemented on schedule</i> October 2025 3% salary increase October 2026 3% increase | We will receive an increase on our base salary and a retro check for the period of October 1, 2023 to the date the retro is provided to employees. |
| Article 1 Section B - Bonus | 30 day after adoption of the Compensation Agreement by DC Water Board, employees will get a 1.5% bonus (for 6 months) for the period of April 2023 to September 2023. Bonus will be based on salaries as of October 2023. | This 6-month bonus is based on the fact that we converted our bonus payout from July each year to December each year and the performance rating period date was changed. The bonus will be based on the new performance year of October 1 to September 30, <i>(when a new performance evaluation system is created)</i> . Our prior performance rating period was April 1 to March 31 each year. |
| Article 1 Section B - Bonus <i>Continued</i> | December 2024 – 1.5% incentive bonus based on salary in first full pay period of FY 2024 December 2025 – 1.5% incentive bonus based on salary in first full pay period of FY 2025 December 2026 – 1.5% incentive bonus based on salary in first full pay period of FY 2026 | |

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|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| | December 2027 – 1.5% incentive bonus based on salary in first full pay period of FY 2027 | |
| Article 1 Section C – Performance Management | <p>Once a new performance system is created for union employees, the performance evaluation rating period will be October 1 to September 30 each year.</p> <p>Change the performance rating payout chart to match non-union level ranges.</p> <p>If a performance rating is developed for union employee, the incentive bonus will cease, except the bonus due to be paid in December 2024.</p> | |
| Article 2 – Incentive Pay | No Change | |
| Article 3 – Overtime /Compensatory Time | No Change | |
| Article 4 – Call Back/Call-In Overtime | No Change | |
| Article 5 – Shift Differential/Sunday Premium/Holiday | No change | |
| Article 6 – On Call Pay | No Change | |
| Article 7 – Labor Benefits Liaison | Added language that says management will meet with the union presidents after receipt of Request for proposal for union benefits and prior to open enrollment to review and discuss plan and provider changes. Also added vision to the article. | |
| Article 8 – Back Pay Penalty | No Change | |
| Article 9 – Personal Leave Incentive Program | No Change | |
| Article 10 – Compensatory Time for Essential Employees | No Change | |
| Article 11- Annual Leave Buyout | No Change | |
| Article 12 – Educational Reimbursement | Added language that employee will get \$10,000.00 in educational | |

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|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| | reimbursement per year or the maximum in the policy, whichever is greater. | |
| Article 13 – Healthcare Plans and Other Welfare Benefits Section C | Added that employees will be able to pay disability premiums on a pre-tax basis and after tax basis. | |
| Article 13 – Healthcare Plans and Other Welfare Benefits Section E | Added that employees will be able to participate in the Dependent Care FSA or Healthcare FSA and pay for childcare and healthcare expenses on a pre-tax basis. | |
| Article 13 – Healthcare Plans and Other Welfare Benefits Section F | Commuter Transit Fare Subsidy was increased to \$200.00 per month and can now use funds for parking at metro when it is part of travel to and from work. Deleted language regarding reduction in funds for the subsidy every 3 months | Was previously \$150.00 per month |
| Article 13 – Healthcare Plans and Other Welfare Benefits Section G | Parking Stipend was increased to \$200.00. Deleted language regarding reduction in parking funds for the subsidy every 3 months. | Was formally \$185.00 |
| Article 14 – Post 1987 Defined Contribution Plan | Updated current language with no substantive changes | Deleted some outdated language |
| Article 15 – Deferred Compensation | Updated current language with no substantive changes. | Change “D.C. WASA Pension Plan” to “Authority’s Defined Contribution 401(a) Plan” |
| Article 16 – New Units | No Change | |
| Article 17 – Compensation Grievance | No Change | |
| Article 18 – Saving Clause | No Change | |
| Article 19 – Duration | Change the CBA duration to date to October 1, 2023 to September 30, 2027. | The rest of the article remained unchanged. |