



**DISTRICT OF COLUMBIA  
WATER AND SEWER AUTHORITY**

Board of Directors

**Human Resources and Labor Relations  
Committee Meeting**

Tuesday, October 31, 2024  
8:00 am

**Microsoft Teams Meeting  
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Meeting ID: 262 102 658 239

Passcode: md9RUJY

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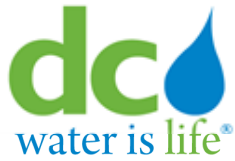
[+1 202-753-6714,736164097#](tel:+12027536714736164097)

Phone conference ID: 736 164 097#

- 1. Call to Order .....Jed Ross, Chairperson
- 2. Roll Call..... Michelle Rhodd, Board Secretary
- 3. [Recommendation for Approval of the Master Agreement on Compensation](#).....Jed Ross
- 4. Executive Session\* ..... Jed Ross
- 5. Adjournment .....Jed Ross

*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](mailto:opengovoffice@dc.gov).*

<sup>1</sup>The 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.



David L. Gadis, Chief Executive Officer

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY | 1385 CANAL STREET, SE | WASHINGTON, DC 20003

## **MEMORANDUM**

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To: Human Resources and Labor Relations Committee of the DC Water  
Board of Directors

Through: Michelle Rhodd, Secretary to the Board of Directors

From: Amber N. Jackson, Esq., Vice President of Employment

Date: October 23, 2024

Subject: Union Master Compensation Agreement

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The Human Resources and Labor Relations Committee held a special meeting on October 1, 2024 to discuss the Union Master Compensation Agreement. Subsequent to the meeting, the Unions and the DC Water Labor Management team held several meetings and worked to reach agreement on a clean copy of the Master Compensation Agreement. The following items are attached for the Committee's review and consideration:

- Clean copy of the Master Compensation Agreement Agreed by the Unions and DC Water Labor Management;
- Signed & Track changed Tentatively Agreed Articles of the Master Compensation Agreement;
- Email proof that the Unions have ratified the Master Compensation Agreement with their membership;

If the Committee approves the Master Compensation Agreement, the Unions and DC Water Management request that the Agreement be presented to the full Board of Directors for execution and signature. This memo can be updated to address any subsequent questions or requests from the HR/Labor Committee. DC Water Labor Relations will also make itself available to the extent the Committee or Chair Ross would like to meet in advance of the November 14, 2024 meeting.

Revised – 10/21/2024



# Master Agreement On Compensation

**Between**

**American Federation of Government Employees  
(AFGE), Locals 631, 872, 2553**

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**American Federation of State, County and Municipal  
Employees (AFSCME), Local 2091**

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**National Association of Government Employees  
(NAGE), Local R3-06**

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**And**

**The District of Columbia  
Water and Sewer Authority**

October 1, 2023 to September 30, 2027

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REVISED 10/11/2017

## **PREAMBLE**

WHEREAS the District of Columbia Comprehensive Merit Personnel Act ("CMPA") (D.C. Law 2-139, Title 1, Chapter 6, Subchapter 1, Section 1-601.2) states:

- (a) The Council of the District of Columbia declares that it is the purpose of and policy of this act to assure that the District of Columbia government shall have a modern flexible system of public personnel administration, which shall:
- (b) Provide for a positive policy of labor-management relations including collective bargaining between the District of Columbia and its employees.

WHEREAS the CMPA (D.C. Law 2-139, Title 1, Subchapter XVIII, Section 1-618.1) states, in part, that:

- (a) The District of Columbia Government finds and declares that an effective collective bargaining process is in the general public interest and shall improve the morale of public employees and the quality of service to the public.
- (b) Each employee of the District Government has the right, freely and without fear of penalty or reprisal:
  - (1) To form, join, and assist a labor organization or to refrain from this activity;
  - (2) To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under this law and rules and regulations through a duly designated majority representative; and
  - (3) To be protected in the exercise of these rights.

WHEREAS the CMPA (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, Section 1-618.1(c) provides for collective bargaining between the District of Columbia Water and Sewer Authority ("Authority" or "Management") and labor organizations accorded exclusive recognition for employee representation for employees of the Authority.

WHEREAS according to the CMPA (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, Section 1-618.10), the following unions have been afforded exclusive recognition as collective bargaining agents: American Federation of Government Employees ("AFGE") Locals 631, 872, and 2553, the American Federation of State, County and Municipal Employees ("AFSCME"), Local 2091, and the National Association of Government Employees ("NAGE") R3-06 (collectively "the Unions");

THEREFORE, the Unions and the Authority enter into the collective bargaining agreement ("Agreement") which shall have as its purposes:

REVISED 10/21/2024

- (1) Promotion of a positive policy of labor-management relations between the Authority and its employees;
- (2) Improvement of morale of employees in service to the Authority;
- (3) Enhancement of the quality of public service to the citizens of the District of Columbia and surrounding jurisdictions;
- (4) Promotion of the rights of the Authority employees to express their views without fear of retaliation.

WHEREAS the Unions and the Authority are certified by the Public Employees Relations Board ("PERB") as Compensation Unit 31, and shall be referred to herein as "the parties".

WHEREAS the Unions and Authority declare that each party has been afforded the opportunity to put forth all its compensation proposals and to bargain in good faith. Both parties agree that this Compensation Agreement expresses the result of their collective bargaining and each party affirms its contents without reservation. This Preamble is intended to provide the background and purpose of the Agreement. Alleged violations of the Preamble per se shall not be cited as violations of the Agreement.

REVISED 10/11/2024

## ARTICLE 1

### WAGES

#### Section A Wages

1. Fiscal Year 2024 Wage Adjustment

Effective with the first full pay period beginning in October of 2023, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

2. Fiscal Year 2025 Wage Adjustment

Effective with the first full pay period beginning in October of 2024, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

3. Fiscal Year 2026 Wage Adjustment

Effective with the first full pay period beginning in October of 2025, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

4. Fiscal Year 2027 Wage Adjustment

Effective with the first full pay period beginning in October of 2026, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

#### Section B Bonuses

Within 30 days of DC Water's Board's approval of this Agreement, all employees covered by this Agreement, will receive a 1.5% (prorated for 6 months covering April 1 to September 30, 2023) bonus, based on the employee's base rate of compensation for the first full pay period in October 2023.

All bonuses are tied to the fiscal year, October 1<sup>st</sup> to September 30<sup>th</sup>, and are paid as follows:

In December 2024, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2024.

In December 2025, all employees covered by this Agreement will receive a

1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2025.

In December 2026, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2026.

In December 2027, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2027.

**Section C Performance Management**

If a new and/or revised performance management system is implemented, during the terms of this Agreement, the parties agree all bonuses will be based on performance except for the 1.5% bonus to be paid in December 2024.

The Performance Rating Levels Chart below will be used after the implementation of a new or revised performance management system, and the unions have the opportunity to bargain to the extent required by law. Employees covered by this Agreement who meet certain performance measures will receive a bonus (based on the employee's base rate of compensation for the first full pay period in the Fiscal Year) correlated to their performance rating level. The performance year is October 1<sup>st</sup> to September 30<sup>th</sup>. Performance bonuses will be paid out in December. To be eligible for a bonus, an employee must be employed by DC Water at the time the bonus is paid.

Performance Rating Levels Chart

Performance Rating Levels	Rating Name	Level Ranges	Lump Sum Bonus Payout
1	Not Meeting Performance	0.0 – .99	0%
2	Developing Performance	1.00 - 2.25	0.50%
3	Successful Performance	2.26 - 3.49	1%
4	Exceptional Performance	3.5 - 4.0	2%

## **ARTICLE 2**

### **INCENTIVE PAY**

The Authority and the Unions of any impacted bargaining units shall meet to discuss any potential development and implementation of pay incentives for covered employees who attain skill levels, licenses, and/or certification exceeding the minimum requirements for the positions.

## ARTICLE 3

### OVERTIME/COMPENSATORY TIME

Overtime work must be officially ordered and approved by the employee's immediate supervisor or a designated authorizing Authority official before it is performed. Overtime work for non-exempt employees under the Fair Labor Standards Act ("FLSA") shall be defined, earned and computed as indicated below.

#### Section A Calculation of Overtime

1. Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in pay status in a workweek shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hour workday or the forty (40) hour workweek. Scheduled leave is leave requested and approved prior to the close of the preceding workday.
2. An employee who performs overtime work may elect to receive either pay or compensation time in lieu of pay at a rate of time and one half (1½) for each hour of work for which overtime is payable. The calculation of this rate shall be based on the employee's base hourly rate of pay. The Authority shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.
3. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay that will be paid at the overtime rate.

#### Section B Timing of Calculation Compensatory Time

An employee's entitlement to overtime compensatory shall be determined upon completion of the eight (8) hour workday or the forty (40) hour workweek, or if the employee is working a compressed schedule, upon completion of the employee's ten (10) hour workday or twelve (12) hour workday. Employees shall receive overtime pay for overtime hours worked unless the employee and employee's immediate supervisor mutually agree prior to the employee performing overtime that the employee shall receive compensatory time in lieu of pay.

#### Section C Calculation of Overtime for Compressed Schedules

1. The purpose of this Section is to allow for authorized compressed time schedules which exceed eight (8) hours in a day to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article.

2. A compressed schedule means (i) in the case of a full-time employee, an eighty (80) hour biweekly basic work period which is scheduled for less than 10 workdays. Employees working a compressed schedule will receive overtime pay or compensatory time in lieu of pay at a rate of time and one half (1½) for all hours in a pay status in excess of a ten (10) hour workday, a twelve (12) hour workday or a forty (40) hour workweek, unless the employee has used unscheduled leave during the ten (10) hour workday, twelve (12) hour workday or forty (40) hour workweek. Scheduled leave is leave requested and approved prior to the close of the preceding workday. An employee working a compressed schedule shall be paid overtime or compensation time even if the employee's regular tour of duty on a compressed schedule normally requires the employee to work hours in excess of a forty (40) hour workweek in the course of an eighty (80) hour biweekly basic work period.
3. An employee who performs overtime work may elect to receive either pay or compensation time in lieu of pay at a rate of time and one half (1½) for each hour of work for which overtime is payable. The calculation of this rate shall be based on the employee's base hourly rate of pay. The Authority shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.
4. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay that will be paid at the overtime rate.

#### **Section D Recording Compensatory Time**

Compensatory time earned under the provisions of this Article shall be maintained in an FLSA Compensatory Time Bank that shall be separate and apart from any bank of compensatory time not carried under FLSA.

#### **Section E FLSA Exempt Employees**

FLSA Exempt employees shall not be eligible for or receive overtime but shall be eligible for and receive compensatory time for actual hours worked in excess of their regular scheduled tour of duty as authorized by an employee's immediate supervisor. Compensatory time shall be accrued on an hour for hour basis for each hour actually worked. Compensatory time may be used as requested by the employee in advance and approved by his/her immediate supervisor. Unused compensatory time may not be carried over from year to year.

## **ARTICLE 4**

### **CALL-BACK/CALL IN OVERTIME**

#### **Section A Call-Back**

Four (4) hours of pay, as described in this section, shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed their regular work schedule and has left his/her place of employment or is called in on a day on which he/she is not regularly scheduled to work. Employees, from the time they receive the notice to report to work, shall be allowed a maximum of one (1) hour to report for duty unless additional time to report is granted by a supervisory official. For the purposes of this section a supervisory official shall be someone in the employee's chain of command or other management official directing employees for the work detail or incident the employee is being "called-back" or "called-in" to support.

Four (4) hours of pay shall be administered as follows: one (1) hour for travel, plus three (3) hours pay, for a total of (4) hours.

#### **Section B Call-In**

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour of duty is to begin, a minimum of two (2) hours of work shall be credited to the employee.

#### **Section C Overtime Rate**

The rate of pay shall be determined in accordance with Article 3 of this Agreement.



## **ARTICLE 5**

### **SHIFT DIFFERENTIAL/SUNDAY PREMIUM/HOLIDAY**

#### **Section A Evening and Night Shift Differentials**

Employees covered by this Agreement who work shifts are entitled to pay at their scheduled rate of pay plus a differential of seven and one-half percent (7.5%) for regularly scheduled non-overtime work when a majority of their work hours occur between 4:00 p.m. and midnight; or ten percent (10%) of their regularly scheduled rate if the majority of their work hours occur between 12:00 a.m. (midnight) and 8:00 a.m.

#### **Section B Sunday Work**

A twenty-five percent (25%) differential shall be paid for regularly scheduled non-overtime Sunday Work when actually worked.

#### **Section C Holiday Pay**

An employee who works on a legal holiday shall be paid at double time (2X) for all hours worked on the holiday. Double time is defined as pay for the holiday and an additional days pay. Employees will receive (2X) their base salary for each hour worked during their normal tour of duty on a legal holiday.

## **ARTICLE 6**

### **ONCALL PAY**

#### **Section A General**

An employee may be required to be on-call after having completed his/her regular tour of duty. The Authority shall specify the hours during which the employee is on-call and shall compensate the employee at a rate of twenty-five percent (25%) of his/her base rate of pay for each hour the employee is on call.

For purposes of the Agreement, on-call is defined as when an employee is required to remain accessible and available during the hours identified by the Authority.

If an employee fails to respond when contacted by the Authority (at least two calls must be made to the employee), the employee shall not receive on-call pay for the hours during which the employee was to be on-call.

#### **Section B Notice of On-Call Hours**

All employees shall be provided a written notice of the specific hours during which he/she shall be required to remain on-call.

## **ARTICLE 7**

### **LABOR BENEFITS LIAISON**

The Authority's representative(s) for Benefits, the Employee Assistance program, and the Workers' Compensation will meet with the Union's Presidents after the Authority receives responses to requests for proposals and prior to open enrollment to review and discuss plan and provider changes for: 1) utilization of existing healthcare, vision, and dental plans; 2) plan design for healthcare, vision, and dental benefits for the forthcoming year; 3) any expected change in cost associated with existing healthcare, vision, and/or dental benefits; 4) any other information relevant to procurement, enrollment, and administration of the Authority's healthcare and dental plans; 5) improvement of the Employee Assistance Program and its administration; and 6) improvement in the administration of the Authority's workers' compensation system.

## **ARTICLE 8**

### **BACKPAYPENALTY**

#### **Section A Payment of Awards/Settlements**

Arbitration awards or settlement agreements which involve back pay shall be paid within sixty (60) days of the date of the decision or settlement. The payment shall be accompanied by a printout showing how the back pay amount was calculated.

#### **Section B Penalty**

If the arbitration or settlement agreement is not paid within sixty (60) days of the date of the decision or settlement, the Authority shall incur penalty charges of eight percent (8%) per year on the amount of the award, beginning on the sixty-first day after the award is made or the date of any settlement.

## **ARTICLE 9**

### **PERSONAL LEAVE INCENTIVE PROGRAM**

#### **Section A General**

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Authority agrees to provide personal leave in accordance with the following:

Effective for the leave years beginning January 2015, a full-time permanent employee who is in a pay status for the leave year shall accrue annually:

1. Five (5) personal leave days (forty (40) hours) for not using any accrued sick leave in a leave year.
2. Three (3) personal leave days (twenty-four (24) hours) for utilizing a total of no more than two (2) days of accrued sick leave in a leave year.
3. Two (2) personal leave days (sixteen (16) hours) for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave in a leave year.

#### **Section B Eligibility**

To be eligible, an employee must be in an active pay status for twenty-six (26) pay periods during the leave year.

#### **Section C Personal Leave Request**

Personal leave shall be selected by the employee and requested at least one (1) full workday in advance of the leave date. The employee's immediate supervisor or his/her designee shall approve such personal leave requests unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different leave day of his/her choice within one (1) month of the requested date. Requests for personal leave shall be made using the Authority's Leave Request Form.

#### **Section D Personal Leave Usage**

All personal leave must be used within the leave year after the leave year in which they were earned. Personal leave may be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused personal leave.

#### **Section E Part-time Employees**

Part-time employees are not eligible for personal leave as provided in this Article.

**Section F Duration**

**This provision shall remain in effect throughout the term of this Agreement.**

## **ARTICLE 10**

### **COMPENSATORY TIME FOR ESSENTIAL EMPLOYEES**

"Essential employees" are employees who occupy positions which are vital to public health, safety, welfare or the operation of essential facilities or functions of DC Water. Essential employees shall receive compensatory time on an hour for hour basis for work performed on the employee's regularly scheduled tour of duty during an administrative or emergency closing. Employees not designated as essential shall receive compensatory time on an hour for hour basis for work performed on their regularly scheduled tour of duty when other employees on the same tour of duty in the same work unit are excused on administrative leave.

## **ARTICLE 11**

### **ANNUAL LEAVE PAYOUT**

**An employee who is separated or is otherwise entitled to a payment of unused annual leave shall receive payment for each hour of unused annual leave in the employee's official leave record. The payment shall be computed on the basis of the employee's hourly rate at the time of separation.**



## **ARTICLE 12**

### **EDUCATIONAL REIMBURSEMENT**

All full-time permanent employees covered by this Agreement are eligible for and covered by the Authority's policy governing reimbursement of approved educational expenses for undergraduate and/or graduate programs; provided, however employees are entitled to up to \$10,000 reimbursement per year or the maximum amount of reimbursement permitted under the Authority's policy, whichever is greater.

## ARTICLE 13

### HEALTHCARE PLANS AND OTHER WELFARE BENEFITS

#### Section A Healthcare Plan

The Authority must make available to full-time permanent employees covered by this Agreement hired after September 30, 1987 the same Authority health plans that are offered to its non-represented employees, as such health plans may be changed from time to time. However, the benefits must remain substantially equivalent to the benefits provided on the date of execution of this Agreement. The cost of such benefits must be the same for both union and non-represented employees.

Employees who elect to participate in the Authority's healthcare plans are required to pay twenty-three percent (23%) of the actual underwritten cost of the option selected.

#### Section B Dental and Optical

The Authority must make available to full-time permanent employees covered by this Agreement (including employees hired before September 30, 1987) the same Authority dental and vision programs that are offered to its non-represented employees, as such dental and vision programs may be changed from time to time. However, the benefits must remain substantially equivalent to the benefits provided on the date of execution of this Agreement. The cost of such benefits shall be the same for both union and non-represented employees.

For the term of this Agreement, the Authority must offer at least one dental and vision option that is at no cost to the employee (and that has benefits that are substantially equivalent to the benefits provided under the no cost option in effect on the date of execution of this Agreement).

#### Section C Life and Disability Insurance

The Authority must provide (at no cost to the employee) life insurance coverage equal to one times the base salary for each full-time permanent employee covered by this Agreement hired after September 30, 1987.

Such employees may purchase additional life insurance coverage (as provided below).

Full-time permanent employees covered by this Agreement hired after September 30, 1987, are eligible to purchase one or more of the following optional benefits at the costs established by the insurer from time to time:

1. Supplemental life insurance (up to five times (5x) annual salary, subject to a maximum of \$400,000).

2. Voluntary accidental death and dismemberment Insurance coverage (in multiples of \$25,000, subject to a maximum of \$100,000).
3. Life insurance coverage for spouse and dependent children (\$10,000 for spouse and \$5,000 for each dependent child) or (\$20,000 for spouse and \$10,000 for each dependent child).
4. Short-term disability insurance at fifty percent (50%) or sixty (60%) of base compensation based on a standard workweek – i.e., a forty (40) hour workweek).
5. Long-term disability insurance at sixty-six and two-thirds percent (66 2/3%) of base compensation (based on a standard workweek – i.e., a forty (40) hours workweek).
6. Employees shall be given the option to pay disability premiums on a pre-tax or after-tax basis.

#### **Section D Legal Services**

Full-time permanent employees covered by this Agreement are eligible for the pre-paid legal service plan offered by the Authority to its non-represented employees on the same basis and subject to the same terms as those applicable to the Authority's non-represented employees as such pre-paid legal service plan may be changed from time to time. Such pre-paid legal service plan must be paid for by the employees (without any contribution by the Authority).

#### **Section E Flexible Spending Arrangement (FSA)**

The Authority must make available to full-time permanent employees covered by this Agreement a Flexible Spending Arrangement. Employees may participate in Dependent Care FSA or Healthcare FSA. These benefits provide for pre-tax payment of childcare and healthcare expenses.

Contributions of employees for healthcare and other benefits must be made by payroll deductions, said deductions to be made bi-weekly on a pretax basis under the Flexible Benefits Plan to the extent permitted under Section 125 of the Internal Revenue Code ("IRC") and applicable IRC regulations (provided, however, that employee must be given the option of electing to pay disability premiums on a pretax or after tax basis). In addition, full-time permanent employees may have their wages reduced to make healthcare and dependent care contributions to a Flexible Spending Account in order to provide reimbursement of healthcare and dependent care expenses.

Deductions with respect to each full-time employee must begin with the pay period following the pay period in which they were hired or the election was made.

Employees electing benefits must determine the level of their participation (subject to

applicable limits) and must have their earnings reduced accordingly to fund their account. The Plan Year is to be the twelve-month period beginning each January 1<sup>st</sup>. All elections are to be irrevocable through the end of the Plan Year except as permitted under the Plan and applicable IRC regulations.

#### **Section F DC Water Commuter Transit Fare Subsidy Program**

The Authority agrees to maintain a transit subsidy program for full-time employees. Program participants will receive up to \$200.00 per month. This transit subsidy may be used to fund parking at metro facilities when such use is part of the commute using public transportation. This subsidy is to be used only for the cost of commuting to and from work using public transportation. Employees may elect either the transit subsidy or the parking stipend, but not both.

Employees who meet eligibility requirements must provide People and Talent with a completed Transit Benefits Application and registered "Smart Trip Card" by the first of the month to have benefits applied to their card in the following month. Upon receipt of the application, benefits will be applied to the Smartcard the following month.

Each employee participating in the program must certify they will personally use the benefit for authorized commuting expenses.

#### **Section G Parking Stipend**

The Authority agrees to maintain a parking stipend of \$200.00 per month for full-time employees who work at 1385 Canal Street, SE, and 1331 2<sup>nd</sup> St., SE (Main Pumping Station) provided adequate parking is not made available. Employees may elect the parking stipend or transit subsidy, but not both.

Employees who use this parking stipend must register with the Parking administrator in addition to returning an application to the benefits branch. The parking stipend will be loaded on a commuter card by the parking vendor.

Each employee participating in the program must certify that he or she will personally use the benefit for authorized commuting expenses.

## **ARTICLE 14**

### **POST-1987 RETIREMENT – DEFINED CONTRIBUTION PLAN**

#### **Section A Eligibility**

Post 1987 employees shall participate in the Authority's Defined Contribution Plan in accordance with the terms and conditions of the Authority's Defined Contribution Plan (including immediate participation and three (3) year 100% vesting schedule currently applicable to non-represented employees).

Employees covered by the Civil Service Retirement System ("CSRS") (e.g., those individuals who were first employed by the Authority or a predecessor to the Authority on or before October 1, 1987, and who are covered by the CSRS pursuant to 5 U.S.C § 8331(1) (G)) are not eligible to participate in either the District of Columbia Defined Contribution Plan or the Authority's Defined Contribution Plan.

#### **Section B Defined Contributions**

The Authority is required to make contributions to its Authority Defined Contribution Plan as follows:

1. Defined Contribution Plan – Effective with the first payroll period beginning on or after the date of execution of this Agreement, the Authority shall contribute seven percent (7%) of base salary or wages, as defined in the Authority's Defined Contribution Plan, on behalf of each employee who participates in the Authority's Defined Contribution Plan. The Authority shall contribute an additional five percent (5%) for base salaries above the social security wage base.
2. The basic contribution for each participant shall be made within forty-five (45) calendar days following the end of each pay period.

#### **Section C Joint Committee**

As soon as practicable after the execution of this Agreement, the unions shall designate one (1) representative from each local union representing employees at the Authority who shall serve as the Retirement Benefits Liaison on matters related to the Authority's defined contribution plan. At least twice a year and on an as needed basis, as requested by labor or management, the Authority's Manager of Benefits shall meet with the Union's Retirement Benefits Liaisons to discuss possible enhancements to the Authority's defined contribution retirement plan.

## ARTICLE 15

### DEFERRED COMPENSATION

#### **Section A Eligibility**

Employees covered by this Agreement who currently are eligible to participate in the District of Columbia Deferred Compensation Plan shall be given the option to cease participation in the District of Columbia Deferred Compensation Plan (at any time during their employment with the Authority) and commence participation in the District of Columbia Water and Sewer Authority 457(b) Plan, which is a deferred compensation plan, in accordance with the terms and conditions of that Plan.

#### **Section B Post-1987 Participants**

Participants in the Authority's Defined Contribution 401(a) Plan who elect to participate in the District of Columbia Water and Sewer Authority 457(b) Plan, which is a deferred compensation plan, shall be eligible for matching Authority contributions in accordance with the terms of the Authority's Defined Contribution 401(a) Plan, as amended from time to time. The Authority shall match 100% of participants' salary deferrals, up to five percent (5%) of each employee's base salary.

#### **Section C Pre-1987 Participants (CSRS)**

Employees covered by the CSRS (e.g., those individuals who were first employed by the Authority or a predecessor to the Authority on or before October 1, 1987, and who are covered by the CSRS pursuant to 5 U.S.C. § 8331 (1)(G)) are not eligible for matching Authority contributions, but may elect to cease making elective employee contribution deferrals to the District of Columbia Deferred Compensation Plan (at any time during their employment with the Authority) and begin making elective employee compensation deferrals to the District of Columbia Water and Sewer Authority 457(b) Plan, which is a deferred compensation plan.

#### **Section D**

The Authority shall contribute deferrals to the Trust within forty-five (45) calendar days following the end of the pay period to which the deferrals were deducted.

## **ARTICLE 16**

### **NEW UNITS**

#### **Section A Wage Increases**

Notwithstanding any other provisions of this Agreement, with the exception of Section B of this Article, employees in bargaining units certified by PERB and added to Compensation Unit 31 after this Agreement is executed shall not be entitled to the pay provisions of this Agreement for any fiscal year in which they received a pay raise pursuant to any other authority.

#### **Section B Mid-year Increases**

If a new unit is certified prior to any mid-year increases contained in this Agreement, the employees shall be entitled to receive the contractual increase.

#### **Section C Contractual Benefits**

Employees shall be entitled to the benefit of provisions of this Agreement upon entry into Compensation Unit 31.

## ARTICLE 17

### COMPENSATION GRIEVANCES

#### Section A Scope

A grievance is a claim of any alleged violation of this Compensation Agreement or any alleged misapplication or misinterpretation of personnel policies and regulations that affect the compensation of employees.

#### Section B Presentation of Grievances

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.

#### Section C Categories of Grievances

1. Personal - A grievance, affecting an individual employee, filed on behalf of an individual or by an individual. In the case of an individual grievant proceeding without Local Union representation, the Local Union must be given an opportunity to be present and to offer its views at any meeting held to adjust the grievance. The grievant shall be responsible for notifying the Local Union of any such meeting.
2. Group - A grievance involving a number of employees in a bargaining unit (i.e. a Local Union). A group grievance may be filed at whatever step a resolution is possible. However, at whatever step the grievance is filed in writing, the written grievance must contain all information as set forth in Step 2 of this grievance process as described in Section G of this Article.
3. Class - A grievance involving all the employees in a bargaining unit (i.e. a Local Union). A class grievance must be signed by the Local Union President or his/her designee and may be filed directly at Step 3 of this procedure. Grievances so filed shall be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Section G, Step 2 of this Article.

#### Section D General

1. If the Authority declares a grievance non-grievable/arbitrable, it must make such declaration in writing in response to whatever step the grievance was put in writing.
2. If the Authority does not respond within the time limits specified in each step, the employee or the Local Union may invoke the next step, treating the lack of response as a denial of the grievance.



3. All time limits shall be strictly observed unless the parties mutually agree in writing to extend the time limits. Days shall mean calendar days, unless stated otherwise. If the last day of the time limit falls on a Saturday, Sunday, holiday, and/or a day on which the Authority's Central Office is not open for business, the last day of the time limit shall be extended to the next business day.
4. The presentation and discussion of grievances shall be conducted at a time and place that shall afford a fair and reasonable opportunity for both parties and their witnesses to attend. No witness shall be heard if the arbitrator determines his/her testimony is not relevant. The Authority shall have the responsibility to produce witnesses that are employees of the Authority, while they are at work. Such witness(es) shall be present only for the time necessary for him/her to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, they shall be excused with pay for this purpose. The Authority may stagger the release of employees to accommodate operational demands. Witness lists shall be exchanged one (1) week before the hearing date.
5. The Authority and the Local Unions shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of the grievance.

#### **Section E Consolidation of Related Grievances**

1. Grievances shall be processed by the Local Union in whose bargaining unit the complaint arises. Related grievances, including those affecting more than one unit, shall be consolidated for arbitration.
2. Grievances affecting one (1) unit: In the event the Authority and the Local Union that filed the grievance are able to reach a settlement agreement on a case that is unique to that Local Union, the settlement agreement shall resolve only that grievance, or matters arising with that Local Union's bargaining unit.
3. Grievances affecting more than one unit: Either the Authority or any one of the Local Unions may designate that a case has general applicability to the other units, or that it involves a general policy affecting the parties to this Agreement. If a case designated as, having general applicability is settled, the settlement agreement must be approved and signed by the other Local Unions to be effective. Such signed agreements shall be binding on all of the Local Unions. If such cases of general applicability proceed to arbitration, the arbitration decision, or decision of any appeal thereof, shall be binding upon all of the parties

to the Agreement, provided that all of the Local Unions are given the opportunity to submit amicus briefs to the arbitrator and to any reviewing authority.

4. For consolidated or related grievances, in the absence of a settlement agreement signed by all of the Local Unions, or a decision by a third party, e.g., a grievance is dropped, any questions of contract interpretation and policy shall remain open for resolution through other grievances filed by any of the Local Unions.

#### **Section F Who May Grieve**

Either an employee or the Union may raise a grievance. If raised by an employee, the Local Union may associate itself with the grievance at any time if the employee so desires. Whenever the Local Union shall raise a grievance or be associated with a grievance under this Article, such grievance shall become the Local Union's grievance. If filed by the Local Union, an employee may not thereafter file a grievance involving the same incident or issue. If the grievance is filed by the employee, he/she may not thereafter cause the Local Union to file the same grievance independently.

#### **Section G Procedural Steps**

**Step 1.** The aggrieved employee (with or without his/her Local Union representative) and/or the Local Union shall orally or in writing present and discuss the grievance with the employee's immediate supervisor, within ten (10) workdays of the occurrence of the event giving rise to the grievance becoming known to the employee or the Local Union. The immediate supervisor shall make a decision on the grievance and communicate the decision to the employee or to the Local Union, or to the representative, in writing within ten (10) workdays from the date of the presentation of the grievance.

**Step 2.** If the grievance remains unsettled, the employee (with or without his/her Local Union representative) or the Local Union shall submit a signed written grievance to the appropriate Department Director ten (10) workdays of the date of the written Step 1 response or, if a response is not received by the due date, within ten (10) workdays of the response due date. If a grievance is filed directly at Step 2, it shall be filed within fifteen (15) workdays from the time the employee and/or the Local Union becomes aware of the occurrence or issue giving rise to the grievance. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated;
2. The date(s) on which the alleged violation(s) occurred;

3. The manner in which the alleged violation(s) occurred;
4. The specific remedy or adjustment sought;
5. The signature of the Local Union representative, according to the category of the grievance.

Should the grievance not contain the required information, the grievant and the Union shall be so notified in writing and granted the opportunity to resubmit the grievance within three (3) workdays of such notice.

The Department Director shall respond to the employee or the Local Union in writing within ten (10) workdays of the date of receipt of the Step 2 grievance.

**Step 3.** If the grievance remains unsettled, the employee and/or Local Union shall submit the Step 3 grievance to the Executive Vice President (EVP), People and Talent or his/her designee, within ten (10) workdays of the date of the written Step 2 response or, if a response is not received by the due date, within ten (10) workdays of the Step 2 response due date. If a grievance is filed directly at Step 3, it shall be filed within fifteen (15) workdays from the time the Union becomes aware of the occurrence or issue giving rise to the grievance.

The EVP People and Talent or his /her designee shall respond in writing within ten (10) workdays of receipt of the grievance. The EVP, People and Talent or his/her designee, may meet with the grievant and/or Local Union in an attempt to settle the grievance at any time.

**Step 4.** If the grievance remains unsettled, the Local Union, within ten (10) workdays, from receipt of the response or the response due date, shall advise the EVP, People and Talent in writing whether the Local Union intends to request arbitration on behalf of the employee or employees on the matter. Should the Local Union request arbitration, such request shall include a settlement, setting forth grounds consistent with Step 2, to be decided by the arbitrator.

#### **Section H Arbitrator**

1. Selection of an Arbitrator - Within seven (7) workdays from the Authority's receipt of the request from the Local Union to arbitrate, the Local Union shall request the Federal Mediation and Conciliation Service ("FMCS") to refer a panel of seven (7) impartial arbitrators. A copy of the FMCS arbitrator request form shall be provided to the Executive Vice President (EVP) of People and Talent or his/her designee at the time it is sent to FMCS. Within thirty (30) calendar days after receipt of a FMCS panel, the parties shall select one of the names on the list as mutually agreeable, or if there is no mutually agreeable arbitrator, each party alternately strikes a name from the submitted panel until one remains.

A coin shall be tossed to determine who shall strike first. If none of the submitted arbitrators are acceptable, one (1) new panel may be sought before the selection process begins.

FMCS shall be empowered to make a direct designation of an arbitrator to hear the case if either party refuses to participate in the selection of an arbitrator.

2. The arbitrator shall hear and decide only one (1) grievance in each case, except in cases where related grievances have been combined for purposes of arbitration.
3. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
4. The hearing shall not be open to the public. The hearing shall be open to the parties and witnesses relevant to the grievance including Management representatives, the aggrieved employee(s), and the Local Union Officials from the Local Union representing the aggrieved employee(s), including Local Union attorneys and national representatives. In the case of a class grievance involving employees from more than one Local Union, the Local Union Presidents (or his/her designee) for all affected units shall be allowed to attend the arbitration hearings.

Any Local Union President or his/her designee that is a party to the Agreement shall be allowed to attend the hearing as observers.

5. Witnesses shall be sequestered upon request of either party.
6. Either party may have the arbitration proceedings recorded stenographically or otherwise, and then transcribed by a professional recording service retained at its own expense. The parties may equally share the costs of the recording and/or transcription. However, if costs are not shared, the requesting party shall not be required to provide the other party with the transcript that it has not paid for. Either party may use a tape recorder for their own notes.
7. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusion within thirty (30) calendar days after the conclusion of the hearing, or within thirty (30) calendar days after the arbitrator receives the parties' briefs, if any, whichever is later.
8. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award solely to the grounds set forth in the written grievance.

9. The award cannot provide relief retroactively to a time before the date of the occurrence of the event upon which the grievance is based.
10. The arbitrator's award shall be binding upon both parties. A party to the grievance arbitration proceeding who is aggrieved by the arbitration award may file a request for review with the PERB, and/or other agency or court of competent jurisdiction. The request for review shall be filed no later than twenty (20) calendar days after service of the arbitrator's award. The only grounds for an appeal of a grievance arbitration award are the following:
  - a. The arbitrator was without authority or exceeded the jurisdiction granted;
  - b. The award on its face is contrary to law and public policy; or
  - c. The award was procured by fraud, collusion or other similar unlawful means.
11. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne by the losing party. In cases where it is unclear whether or not a party has lost the case, the arbitrator shall apportion the costs.

## **ARTICLE 18**

### **SAVINGS CLAUSE**

If any Article, Section, or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation, or by decree of a court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Upon issuance of such decision, the Authority and the Local Unions agree to immediately enter into negotiation for a substitute for the invalidated Article, Section or portion.

## **ARTICLE 19**

### **DURATION AND FINALITY OF AGREEMENT**

This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (section 1-618.15(a), D.C. Code, 2001 edition). The duration of this agreement is October 1, 2023 to September 30, 2027. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision.

The parties acknowledge that this Agreement represents the result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

It is agreed that any request by either party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all parties mutually agree in writing during the terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.

Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

This Agreement becomes effective after ratification and upon signature by both parties.

**Master Agreement on Compensation  
Between DC Water and Compensation Unit 31**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2024

FOR DC WATER:

FOR COMPENSATION UNIT 31:

\_\_\_\_\_  
Rachna Bhatt, Interim Chairman  
Board of Directors

\_\_\_\_\_  
Ottis Johnson, Jr. Chief Negotiator

\_\_\_\_\_  
Jed Ross, Chairperson  
Human Resources and Labor Relations  
Committee

\_\_\_\_\_  
Jonathan Shanks, President  
AFGE Local 872

\_\_\_\_\_  
David Gadis, CEO and General Manager  
DC Water

\_\_\_\_\_  
Michelle Hunter, President  
NAGE Local R3-06

\_\_\_\_\_  
Amber N. Jackson, Chief Negotiator

\_\_\_\_\_  
Barbara J. Milton, President  
AFGE Local 631

\_\_\_\_\_  
Ray Huffman, President  
AFGE Local 2553

\_\_\_\_\_  
Wayne Enoch, Executive Director  
AFSCME District Council 20

\_\_\_\_\_  
Kevin D. Poge, President  
AFSCME Local 2091



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Master Agreement on Compensation

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**Union Proposal**  
**Submitted: April 11, 2023**

No Change

**PREAMBLE**

WHEREAS the District of Columbia Comprehensive Merit Personnel Act ("CMPA") (D.C. Law 2-139, Title 1, Chapter 6, Subchapter 1, Section 1-601.2) states:

- (a) The Council of the District of Columbia declares that it is the purpose of and policy of this act to assure that the District of Columbia government shall have a modern flexible system of public personnel administration, which shall:
- (b) Provide for a positive policy of labor-management relations including collective bargaining between the District of Columbia and its employees.

WHEREAS the CMPA (D.C. Law 2-139, Title 1, Subchapter XVIII, Section 1-618.1) states, in part, that:

- (a) The District of Columbia Government finds and declares that an effective collective bargaining process is in the general public interest and shall improve the morale of public employees and the quality of service to the public.
- (b) Each employee of the District Government has the right, freely and without fear of penalty or reprisal:
  - {1} To form, join, and assist a labor organization or to refrain from this activity;
  - {2} To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under this law and rules and regulations through a duly designated majority representative; and
  - {3} To be protected in the exercise of these rights.

WHEREAS the CMPA (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, Section 1-618.1(c) provides for collective bargaining between the District of Columbia Water and Sewer Authority ("Authority" or "Management") and labor organizations accorded exclusive recognition for employee representation for employees of the Authority.

WHEREAS according to the CMPA (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, Section 1-618.10), the following unions have been afforded exclusive recognition as collective bargaining agents: American Federation of Government Employees ("AFGE") Locals 631, 872, and 2553, the American Federation of State, County and Municipal Employees ("AFSCME"), Local 2091, and the National Association of Government Employees ("NAGE") R3-06 (collectively "the Unions");

THEREFORE, the Unions and the Authority enter into the collective bargaining agreement ("Agreement") which shall have as its purposes:

- (1) Promotion of a positive policy of labor-management relations between the

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Master Agreement on Compensation

**Authority and its employees;**

- (2) Improvement of morale of employees in service to the Authority;
- (3) Enhancement of the quality of public service to the citizens of the District of Columbia and surrounding jurisdictions;
- (4) Promotion of the rights of the Authority employees to express their views without fear of retaliation.

WHEREAS the Unions and the Authority are certified by the Public Employees Relations Board ("PERB") as Compensation Unit 31, and shall be referred to herein as "the parties".

WHEREAS the Unions and Authority declare that each party has been afforded the opportunity to put forth all its compensation proposals and to bargain in good faith. Both parties agree that this Compensation Agreement expresses the result of their collective bargaining and each party affirms its contents without reservation. This Preamble is intended to provide the background and purpose of the Agreement. Alleged violations of the Preamble per se shall not be cited as violations of the Agreement.

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Section A Wages 3/19/24

ARTICLE 1  
WAGES

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3/19/24

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07/19/2024

1. Fiscal Year 2024 Wage Adjustment

Effective with the first full pay period beginning in October of 2023, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

2. Fiscal Year 2025 Wage Adjustment

Effective with the first full pay period beginning in October of 2024, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

3. Fiscal Year 2026 Wage Adjustment

Effective with the first full pay period beginning in October of 2025, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

4. Fiscal Year 2027 Wage Adjustment

Effective with the first full pay period beginning in October of 2026, the salary schedules in effect will be increased by three percent (3%) according to past methods of increasing base salary schedules.

**Section B Bonuses**

Within 30 days of DC Water's Board's approval of this Agreement, all employees covered by this Agreement, will receive a 1.5% (prorated for 6 months covering April 1 to September 30, 2023) bonus, based on the employee's base rate of compensation for the first full pay period in October 2023.

All bonuses are tied to the fiscal year, October 1<sup>st</sup> to September 30<sup>th</sup>, and are paid as follows:

In December 2024, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2024.

In December 2025, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2025.

In December 2026, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in Fiscal Year 2026.

In December 2027, all employees covered by this Agreement will receive a 1.5% incentive bonus, based on the employee's base rate of compensation for the first full pay period in



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Fiscal Year 2027.

**Section C Performance Management**

If a new and/or revised performance management system is implemented, during the terms of this Agreement, the parties agree all bonuses will be based on performance except for the 1.5% bonus to be paid in December 2024.

The Performance Rating Levels Chart below will be used after the implementation of a new or revised performance management system, and the unions have the opportunity to bargain to the extent required by law. Employees covered by this Agreement who meet certain performance measures will receive a bonus (based on the employee's base rate of compensation for the first full pay period in the Fiscal Year) correlated to their performance rating level. The performance year is October 1<sup>st</sup> to September 30<sup>th</sup>. Performance bonuses will be paid out in December. To be eligible for a bonus, an employee must be employed by DC Water at the time the bonus is paid.

Performance Rating Levels Chart

Performance Rating Levels	Rating Name	Level Ranges	Lump Sum Bonus Payout
1	Not Meeting Performance	0.0 – .99	0%
2	Developing Performance	1.00 - 2.25	0.50%
3	Successful Performance	2.26 - 3.49	1%
4	Exceptional Performance	3.5 - 4.0	2%

*Ken Sage*  
3-19-24

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*Jonathan D. [Signature]*  
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**Union Proposal Last Best Offer**

**Submitted: 7/28/2023**

**No Change**

**ARTICLE 2  
INCENTIVE PAY**

The Authority and the Unions of any impacted bargaining units shall meet to discuss any potential development and implementation of pay incentives for covered employees who attain skill levels, licenses, and/or certification exceeding the minimum requirements for the positions.

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**Union Proposal Last Best Offer**

**Submitted: 7/28/2023**

**No Change**

**ARTICLE 3  
OVERTIME/COMPENSATORY TIME**

Overtime work must be officially ordered and approved by the employee's immediate supervisor or a designated authorizing Authority official before it is performed. Overtime work for non-exempt employees under the Fair Labor Standards Act ("FLSA") shall be defined, earned and computed as indicated below.

**Section A Calculation of Overtime**

1. Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in pay status in a workweek shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hour workday or the forty (40) hour workweek. Scheduled leave is leave requested and approved prior to the close of the preceding workday.
2. An employee who performs overtime work may elect to receive either pay or compensation time in lieu of pay at a rate of time and one half (1½) for each hour of work for which overtime is payable. The calculation of this rate shall be based on the employee's base hourly rate of pay. The Authority shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.
3. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay that will be paid at the overtime rate.

**Section B Timing of Calculation Compensatory Time**

An employee's entitlement to overtime compensatory shall be determined upon completion of the eight (8) hour workday or the forty (40) hour workweek, or if the employee is working a compressed schedule, upon completion of the employee's ten (10) hour workday or twelve (12) hour workday. Employees shall receive overtime pay for overtime hours worked unless the employee and employee's immediate supervisor mutually agree prior to the employee performing overtime that the employee shall receive compensatory time in lieu of pay.

**Section C Calculation of Overtime for Compressed Schedules**

1. The purpose of this Section is to allow for authorized compressed time schedules which exceed eight (8) hours in a day to be deemed the employee's regular tour of

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duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article.

2. A compressed schedule means (i) in the case of a full-time employee, an eighty (80) hour biweekly basic work period which is scheduled for less than 10 workdays. Employees working a compressed schedule will receive overtime pay or compensatory time in lieu of pay at a rate of time and one half (1½) for all hours in a pay status in excess of a ten (10) hour workday, a twelve (12) hour workday or a forty (40) hour workweek, unless the employee has used unscheduled leave during the ten (10) hour workday, twelve (12) hour workday or forty (40) hour workweek. Scheduled leave is leave requested and approved prior to the close of the preceding workday. An employee working a compressed schedule shall be paid overtime or compensation time even if the employee's regular tour of duty on a compressed schedule normally requires the employee to work hours in excess of a forty (40) hour workweek in the course of an eighty (80) hour biweekly basic work period.
3. An employee who performs overtime work may elect to receive either pay or compensation time in lieu of pay at a rate of time and one half (1½) for each hour of work for which overtime is payable. The calculation of this rate shall be based on the employee's base hourly rate of pay. The Authority shall not employ a cap on the hourly overtime rate for employees covered by this Agreement.
4. Any employee who has been scheduled to work overtime that is not continuous with his/her regularly scheduled workday shall receive, at a minimum, four (4) hours of pay that will be paid at the overtime rate.

**Section D Recording Compensatory Time**

Compensatory time earned under the provisions of this Article shall be maintained in an FLSA Compensatory Time Bank that shall be separate and apart from any bank of compensatory time not carried under FLSA.

**Section E FLSA Exempt Employees**

FLSA Exempt employees shall not be eligible for or receive overtime but shall be eligible for and receive compensatory time for actual hours worked in excess of their regular scheduled tour of duty as authorized by an employee's immediate supervisor. Compensatory time shall be accrued on an hour for hour basis for each hour actually worked. Compensatory time may be used as requested by the employee in advance and approved by his/her immediate supervisor. Unused compensatory time may not be carried over from year to year.

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**Union Proposal Last Best Offer**

**Submitted: 07/28/2023**

**No Change**

**ARTICLE 4**

**CALL-BACK/CALL IN OVERTIME**

**Section A Call-Back**

Four (4) hours of pay, as described in this section, shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed their regular work schedule and has left his/her place of employment or is called in on a day on which he/she is not regularly scheduled to work. Employees, from the time they receive the notice to report to work, shall be allowed a maximum of one (1) hour to report for duty unless additional time to report is granted by a supervisory official. For the purposes of this section a supervisory official shall be someone in the employee's chain of command or other management official directing employees for the work detail or incident the employee is being "called-back" or "called-in" to support.

Four (4) hours of pay shall be administered as follows: one (1) hour for travel, plus three (3) hours pay, for a total of (4) hours.

**Section B Call-In**

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour of duty is to begin, a minimum of two (2) hours of work shall be credited to the employee.

**Section C Overtime Rate**

The rate of pay shall be determined in accordance with Article 3 of this Agreement.

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**Union Proposal Last Best Offer**  
**Submitted: 07/28/2023**  
**No Change**  
**ARTICLE 5**  
**SHIFT DIFFERENTIAL/SUNDAY PREMIUM/HOLIDAY**

**Section A Evening and Night Shift Differentials**

Employees covered by this Agreement who work shifts are entitled to pay at their scheduled rate of pay plus a differential of seven and one-half percent (7.5%) for regularly scheduled non-overtime work when a majority of their work hours occur between 4:00 p.m. and midnight; or ten percent (10%) of their regularly scheduled rate if the majority of their work hours occur between 12:00 a.m. (midnight) and 8:00 a.m.

**Section B Sunday Work**

A twenty-five percent (25%) differential shall be paid for regularly scheduled non-overtime Sunday Work when actually worked.

**Section C Holiday Pay**

An employee who works on a legal holiday shall be paid at double time (2X) for all hours worked on the holiday. Double time is defined as pay for the holiday and an additional day's pay. Employees will receive (2X) their base salary for each hour worked during their normal tour of duty on a legal holiday.

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**Union Proposal Last Best Offer**

**Submitted: 07/28/2023**

**No Change**  
**ARTICLE 6**  
**ON CALL PAY**

**Section A General**

An employee may be required to be on-call after having completed his/her regular tour of duty. The Authority shall specify the hours during which the employee is on-call and shall compensate the employee at a rate of twenty-five percent (25%) of his/her base rate of pay for each hour the employee is on call.

For purposes of the Agreement, on-call is defined as when an employee is required to remain accessible and available during the hours identified by the Authority.

If an employee fails to respond when contacted by the Authority (at least two calls must be made to the employee), the employee shall not receive on-call pay for the hours during which the employee was to be on-call.

**Section B Notice of On-Call Hours**

All employees shall be provided a written notice of the specific hours during which he/she shall be required to remain on-call.

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*8-8-23* *BBH* *8/8/23*

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**Union Proposal  
2-20-2024  
Revised Proposed Joint  
ARTICLE 7**

**LABOR BENEFITS  
LIAISON**

The Authority's Manager representative(s) for Benefits, the Employee Assistance program, and the Workers' Compensation will meet with the Union's Presidents ~~four (4) months~~, after the Authority receives responses to requests for proposals and prior to open enrollment, to review and discuss plan and provider changes for ~~to review and discuss~~: 1) utilization of existing healthcare, vision, and dental plans; 2) plan design for healthcare, vision, and dental benefits for the forthcoming year; 3) any expected change in cost associated with existing healthcare, vision, and/or dental benefits; 4) any other information relevant to procurement, enrollment, and administration of the Authority's healthcare and dental plans; 5) improvement of the Employee Assistance Program and its administration; and 6) improvement in the administration of the Authority's workers' compensation system.

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**Union Proposal  
2-20-2024  
Revised Proposed Joint  
ARTICLE 7**

**LABOR BENEFITS  
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**Union Proposal  
2-20-2024  
Revised Proposed Joint**

**ARTICLE 7**

**LABOR BENEFITS  
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*Ottis Johnson, Jr.* 2/29/24

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**Union Proposal  
2-20-2024  
Revised Proposed Joint**

**ARTICLE 7**

**LABOR BENEFITS  
LIAISON**

The Authority's ~~Manager~~ representative(s) for Benefits, the Employee Assistance program, and the Workers' Compensation will ~~shall~~ meet with the Union's Presidents ~~four (4) months~~, after the Authority receives responses to requests for proposals and prior to open enrollment, to review and discuss ~~all plan and provider changes and all provider changes~~, ~~for to review and discuss~~: 1) utilization of existing healthcare, vision, and dental plans; 2) plan design for healthcare, vision, and dental benefits for the forthcoming year; 3) any expected change in cost associated with existing healthcare, vision, and/or dental benefits; 4) any other information relevant to procurement, enrollment, and administration of the Authority's healthcare and dental plans; 5) improvement of the Employee Assistance Program and its administration; and 6) improvement in the administration of the Authority's workers' compensation system.

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**Union Proposal Last Best Offer**

**Submitted: 07/28/2023**

**No Change**

**ARTICLE 8  
BACK PAY PENALTY**

**Section A Payment of Awards/Settlements**

Arbitration awards or settlement agreements which involve back pay shall be paid within sixty (60) days of the date of the decision or settlement. The payment shall be accompanied by a printout showing how the back pay amount was calculated.

**Section B Penalty**

If the arbitration or settlement agreement is not paid within sixty (60) days of the date of the decision or settlement, the Authority shall incur penalty charges of eight percent (8%) per year on the amount of the award, beginning on the sixty-first day after the award is made or the date of any settlement.

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**Union Proposal Last Best Offer**  
**Submitted: 07/28/2023**  
**No Change**

**ARTICLE 9**  
**PERSONAL LEAVE INCENTIVE PROGRAM**

**Section A General**

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Authority agrees to provide personal leave in accordance with the following:

Effective for the leave years beginning January 2015, a full-time permanent employee who is in a pay status for the leave year shall accrue annually:

1. Five (5) personal leave days (forty (40) hours) for not using any accrued sick leave in a leave year.
2. Three (3) personal leave days (twenty-four (24) hours) for utilizing a total of no more than two (2) days of accrued sick leave in a leave year.
3. Two (2) personal leave days (sixteen (16) hours) for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave in a leave year.

**Section B Eligibility**

To be eligible, an employee must be in an active pay status for twenty-six (26) pay periods during the leave year.

**Section C Personal Leave Request**

Personal leave shall be selected by the employee and requested at least one (1) full workday in advance of the leave date. The employee's immediate supervisor or his/her designee shall approve such personal leave requests unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different leave day of his/her choice within one (1) month of the requested date. Requests for personal leave shall be made using the Authority's Leave Request Form.

**Section D Personal Leave Usage**

All personal leave must be used within the leave year after the leave year in which they were earned. Personal leave may be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused personal leave.

**Section E Part-time Employees**

Part-time employees are not eligible for personal leave as provided in this Article.

*Kim Page*  
8.8.23 *BBH*  
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**Section F      Duration**

This provision shall remain in effect throughout the term of this Agreement.

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**Union Proposal Last Best Offer**

**Submitted: 07/28/2023**

**No Change**

**ARTICLE 10  
COMPENSATORY TIME FOR ESSENTIAL  
EMPLOYEES**

"Essential employees" are employees who occupy positions which are vital to public health, safety, welfare or the operation of essential facilities or functions of DC Water. Essential employees shall receive compensatory time on an hour for hour basis for work performed on the employee's regularly scheduled tour of duty during an administrative or emergency closing. Employees not designated as essential shall receive compensatory time on an hour for hour basis for work performed on their regularly scheduled tour of duty when other employees on the same tour of duty in the same work unit are excused on administrative leave.

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**Union Proposal Last Best Offer**  
**Submitted: 07/28/2023**

**No Change**

**ARTICLE 11**  
**ANNUAL LEAVE PAYOUT**

An employee who is separated or is otherwise entitled to a payment of unused annual leave shall receive payment for each hour of unused annual leave in the employee's official leave record. The payment shall be computed on the basis of the employee's hourly rate at the time of separation.

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Authority's Proposal  
Date 04/11/2023

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ARTICLE 12  
EDUCATIONAL REIMBURSEMENT

All full-time permanent employees covered by this Agreement ~~will not~~ <sup>will</sup> be eligible for and covered by the Authority's policy governing reimbursement of approved educational expenses for undergraduate and/or graduate programs, on the same basis and subject to the same terms as those applicable to the Authority's educational reimbursement policy for its non-represented employees, as such policy may be changed from time to time.

provided, however that ~~union~~ <sup>employees</sup> are entitled to up to \$10,000 reimbursement per year or the maximum amount of reimbursement permitted under the Authority's policy, whichever is greater.

Jm 04/24/2023

app. 4/24/23

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BBN 4/24/23

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DC water counter proposal

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Passed

UNION COUNTERPROPOSAL  
AUGUST 8, 2023

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**ARTICLE 13**  
**HEALTHCARE PLANS AND OTHER WELFARE**  
**BENEFITS**

**Section A Healthcare Plan**

The Authority **must** make available to full-time permanent employees covered by this Agreement ~~who were (or are)~~ hired after September 30, 1987 the same Authority health plans that are offered to its non-represented employees, as such health plans may be changed from time to time. However, the benefits shall **must** remain substantially equivalent to the benefits provided on the date of execution of this Agreement. The cost of such benefits shall be the same for both union and non-represented employees.

with must

Employees who elect to participate in the Authority's healthcare plans shall be **are** required to pay twenty- three percent (23%) of the actual underwritten cost of the option selected.

**Section B Dental and Optical**

The Authority also shall **must** make available to full-time permanent employees covered by this Agreement (including employees hired before September 30, 1987) the same Authority dental and vision programs that are offered to its non-represented employees, as such dental and vision programs may be changed from time to time. However, the benefits shall **must** remain substantially equivalent to the benefits provided on the date of execution of this Agreement. The cost of such benefits shall be the same for both union and non-represented employees.

For the term of this Agreement, the Authority shall **must** offer at least one dental and vision option that shall be **is** at no cost to the employee (and that shall have **has** benefits that are substantially equivalent to the benefits provided under the no cost option in effect on the date of execution of this Agreement).

**Section C Life Insurance and Disability Insurance**

The Authority shall **must** provide (at no cost to the employee) life insurance coverage equal to one times the base salary for each full-time permanent employee covered by this Agreement ~~who was (or is)~~ hired after September 30, 1987.

Such employees may purchase additional life insurance coverage (as provided below).

Full-time permanent employees covered by this Agreement ~~who were (or are)~~ hired after September 30, 1987, shall be **are** eligible to purchase one or more of the following optional benefits at the costs established by the insurer from time to time:

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DC water Counterproposal

~~UNION COUNTERPROPOSAL~~  
AUGUST 8, 2023

1. Supplemental life insurance (up to five times (5x) annual salary, subject to a maximum of \$400,000.
2. Voluntary accidental death and dismemberment Insurance coverage (in multiples of \$25,000, subject to a maximum of \$100,000)
3. Life insurance coverage for spouse and dependent children (\$10,000 for spouse and \$5,000 for each dependent child) or (\$20,000 for spouse and \$10,000 for each dependent child)
4. Short-term disability insurance at fifty percent (50%) or sixty percent (60%) of base compensation based on a standard workweek – i.e., a forty (40) hour workweek)
5. Long-term disability insurance at sixty-six and two-thirds percent (66 2/3%) of base compensation (based on a standard workweek – i.e., a forty (40) hours workweek).
6. **Employees shall be given the option to pay disability premiums on a pre-tax or after tax basis.**

**Section D Legal Services**

All full-time permanent employees covered by this Agreement (~~including employees hired before September 30, 1987~~) shall be **are** eligible for the pre-paid legal service plan offered by the Authority to its non-represented employees on the same basis and subject to the same terms as those applicable to the Authority's non-represented employees as such pre- paid legal service plan may be changed from time to time. Such pre-paid legal service plan shall be **must be** paid for by the employees (without any contribution by the Authority).

**Section E Flexible Benefit ~~Spending Arrangements~~ (FSA)**

~~Full-time permanent~~ **All The Authority must make available to full-time permanent** employees covered by this Agreement, ~~who were (or are) hired after September 30, 1987~~ are eligible to participate in an Authority-sponsored **a Flexible Benefits Plan. Employees may participate in Dependent Care FSA or Healthcare FSA. These plans provide for pre-tax payment of childcare and healthcare expenses.**

benefits

Spending Arrangement

Contributions of employees for healthcare and other benefits shall **must** be made by payroll deductions, said deductions to be made bi-weekly on a pretax basis under the Flexible Benefits Plan to the extent permitted under Section 125 of the Internal Revenue Code ("IRC") and applicable IRC regulations (provided, however, that employees shall **must** be given the option of electing to pay disability premiums on a pretax or after tax basis). In addition, full-time permanent employees may have their wages reduced to

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DC water counterproposal

~~UNION COUNTERPROPOSAL~~  
AUGUST 8, 2023

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2. Voluntary accidental death and dismemberment Insurance coverage (in multiples of \$25,000, subject to a maximum of \$100,000)
3. Life insurance coverage for spouse and dependent children (\$10,000 for spouse and \$5,000 for each dependent child) or (\$20,000 for spouse and \$10,000 for each dependent child)
4. Short-term disability insurance at fifty percent (50%) or sixty percent (60%) of base compensation based on a standard workweek – i.e., a forty (40) hour workweek)
5. Long-term disability insurance at sixty-six and two-thirds percent (66 2/3%) of base compensation (based on a standard workweek – i.e., a forty (40) hours workweek).
6. **Employees shall be given the option to pay disability premiums on a pre-tax or after tax basis.**

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benefits

Spending Arrangement

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DC Water counterproposal

UNION COUNTERPROPOSAL  
AUGUST 8, 2023

make healthcare and dependent care contributions to a Flexible Spending Account in order to provide reimbursement of healthcare and dependent care expenses.

Deductions with respect to each full-time employee shall ~~shall~~ **must** begin with the pay period following the pay period in which they were hired or the election was made.

Employees electing benefits shall ~~shall~~ **must** determine the level of their participation (subject to applicable limits) and shall **must** have their earnings reduced accordingly to fund their account. The Plan Year shall **is to** be the twelve-month period beginning each January 1st. All elections shall ~~are to~~ be irrevocable through the end of the Plan Year except as permitted under the Plan and applicable IRC regulations.

**Section F DC Water Commuter Transit Fare Subsidy Program**

The Authority agrees to maintain a transit subsidy program for full-time employees. Program participants will receive up to ~~\$150.00~~ **\$200.00** per month. This transit subsidy ~~is to~~ **may also** be used ~~for the cost of commuting to and from work~~ **to fund parking at metro facilities when such use is part of the commute** using public transportation. This subsidy is to be used only for the cost of commuting to and from work using public transportation. Employees may elect either the transit subsidy or the parking stipend, but not both.

Employees who meet eligibility requirements must provide People and Talent with a completed Transit Benefits Application and registered "Smart Trip Card" by the first of the month to have benefits applied to their card in the following month. Upon receipt of the application, benefits will be applied to the Smartcard the following month.

Each employee participating in the program must certify that ~~he or she~~ **they** will personally use the benefit for authorized commuting expenses. ~~If, at the end of every three (3) months, there is a remaining balance of \$100.00 or more on the card, the remaining balance will be rescinded. However, the card will be reloaded the following month with the \$200.00 monthly transit subsidy.~~

**Section G Parking Stipend**

The Authority agrees to maintain a parking stipend of ~~\$185.00~~ **\$200.00** per month for full-time employees who work at 1385 Canal Street, SE, 1100 4th Street, SW, ~~and 2nd and N Place~~ **1331 2nd St, SE (Main Pumping Station)** provided adequate parking is not made available. Employees may elect the parking stipend or transit subsidy, but not both.

Employees who use this parking stipend must register with ~~Wage Works the Authority's provider for these services~~ **the Parking administrator in addition to returning an application to the benefits branch.** The parking stipend will be loaded on a commuter card by ~~Wage Works the Authority's provider~~ **monthly the parking vendor.**

If, at the end of every four (4) ~~three (3) months~~, there is a remaining balance of \$100.00

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UNION COUNTERPROPOSAL  
AUGUST 8, 2023

~~or more on the card, the remaining balance will be rescinded. However, the card will be reloaded the following month with the \$ 185.00 \$200.00 monthly parking stipend.~~

Each employee participating in the program must certify that he or she will personally use the benefit for authorized commuting expenses.

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UNION COUNTERPROPOSAL  
AUGUST 8, 2023

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Each employee participating in the program must certify that he or she will personally use the benefit for authorized commuting expenses.

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**Union Proposal Last Best Offer  
Submitted: 07/28/2023**

**Change**

**ARTICLE 14  
POST-1987 RETIREMENT - DEFINED CONTRIBUTION PLAN**

**Section A Eligibility**

~~Authority employees who currently participate in the District of Columbia Defined Contribution Plan shall be given the option to (1) continue to participate in the District of Columbia Defined Contribution Plan, or (2) cease participation in the District of Columbia Defined Contribution Plan and commence participation the District of Columbia Water and Sewer Authority Defined Contribution Plan ("D.C. WASA Plan").~~ **Post 1987** Employees shall participate in the D.C. WASA **Authority's** Defined Contribution Plan in accordance with the terms and conditions of the D.C. WASA **Authority's** Defined Contribution Plan (including immediate participation and three (3) year 100% vesting schedule currently applicable to non-represented employees).


Employees covered by the Civil Service Retirement System ("CSRS") (e.g., those individuals who were first employed by the Authority or a predecessor to the Authority on or before October 1, 1987, and who are covered by the CSRS pursuant to 5 U.S.C § 8331(1) (G)) are not eligible to participate in either the District of Columbia Defined Contribution Plan or the ~~D.C. WASA~~ **Authority's Pension Defined Contribution Plan.**

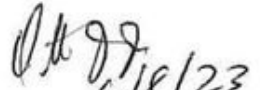
**Section B Defined Contributions**

The Authority is required to make contributions to the ~~District of Columbia Defined Contribution Plan or the D.C. WASA~~ **its District of Columbia** Defined Contribution Plan as follows:

1. ~~D.C. WASA~~ **Authority's** Defined Contribution Plan – Effective with the first payroll period beginning on or after the date of execution of this Agreement, the Authority shall contribute seven percent (7%) of base salary or wages, as defined in the ~~D.C. WASA~~ **Authority's** Defined Contribution Plan, on behalf of each employee who participates in the ~~D.C. WASA~~ **Authority's** Defined Contribution Plan. ~~DC Water~~ **The Authority** shall contribute an additional five percent (5%) for base salaries above the social security wage base.
2. ~~District of Columbia Defined Contribution Plan~~ – Effective with the first payroll period beginning on or after the date of execution of this Agreement, the Authority shall contribute five percent (5%) of base salary or wages, as defined under the ~~District of Columbia Defined Contribution Plan~~, on behalf of each employee who elects to remain in the ~~District of Columbia Defined Contribution Plan~~.

- BAH 8/8/23

  
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3-2. The basic contribution for each participant shall be made within forty-five (45) calendar days following the end of each pay period.

**Section C Joint Committee**

As soon as practicable after the execution of this Agreement, the unions shall designate ~~one (1)~~ ~~two (2)~~ representatives from each local union representing employees at the Authority who shall serve as the Retirement Benefits Liaison on matters related to the Authority's defined contribution plan. At least twice a year and on an as needed basis, **as requested by labor or management**, the Authority's Manager of Benefits shall meet with the Union's Retirement Benefits Liaisons to discuss possible enhancements to the Authority's defined contribution retirement plan

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8/8/23

**Union Proposal Last Best Offer  
Submitted: 07/28/2023**

Change

**ARTICLE 15  
DEFERRED COMPENSATION**

**Section A Eligibility**

Employees covered by this Agreement who currently are eligible to participate in the District of Columbia Deferred Compensation Plan shall be given the option to cease participation in the District of Columbia Deferred Compensation Plan (at any time during their employment with the Authority) and commence participation in the District of Columbia Water and Sewer Authority 457(b) Plan, which is a deferred compensation plan, in accordance with the terms and conditions of that Plan.

**Section B Post-1987 Participants**

Participants in the ~~D.C. WASA Pension Plan~~ Authority's Defined Contribution 401(a) Plan who elect to participate in the District of Columbia Water and Sewer Authority 457(b) Plan, which is a deferred compensation plan, shall be eligible for matching Authority contributions in accordance with the terms of the ~~D.C. WASA Pension Plan~~ Authority's Defined Contribution 401(a) Plan, as amended from time to time. The Authority shall match 100% of participants' salary deferrals, up to five percent (5%) of each employee's base salary.

**Section C Pre-1987 Participants (CSRS)**

Employees covered by the CSRS (e.g., those individuals who were first employed by the Authority or a predecessor to the Authority on or before October 1, 1987, and who are covered by the CSRS pursuant to 5 U.S.C. § 8331 (1)(G)) are not eligible for matching Authority contributions, but may elect to cease making elective employee contribution deferrals to the District of Columbia Deferred Compensation Plan (at any time during their employment with the Authority) and begin making elective employee compensation deferrals to the District of Columbia Water and Sewer Authority 457(b) Plan, which is a deferred compensation plan.

**Section D**

The Authority shall contribute deferrals to the Trust within forty-five (45) calendar days following the end of the pay period to which the deferrals were deducted.

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7-8-23

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08/08/2023

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**Union Proposal Last Best Offer  
Submitted: 07/28/2023**

**No Change**

**ARTICLE 16  
NEW UNITS**

**Section A Wage Increases**

Notwithstanding any other provisions of this Agreement, with the exception of Section B of this Article, employees in bargaining units certified by PERB and added to Compensation Unit 31 after this Agreement is executed shall not be entitled to the pay provisions of this Agreement for any fiscal year in which they received a pay raise pursuant to any other authority.

**Section B Mid-year Increases**

If a new unit is certified prior to any mid-year increases contained in this Agreement, the employees shall be entitled to receive the contractual increase.

**Section C Contractual Benefits**

Employees shall be entitled to the benefit of provisions of this Agreement upon entry into Compensation Unit 31.

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**Union Proposal Last Best Offer**

**Submitted: 07/28/2023**

**No Change**

**ARTICLE 17**

**COMPENSATION GRIEVANCES**

**Section A Scope**

A grievance is a claim of any alleged violation of this Compensation Agreement or any alleged misapplication or misinterpretation of personnel policies and regulations that affect the compensation of employees.

**Section B Presentation of Grievances**

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level.

**Section C Categories of Grievances**

1. Personal - A grievance, affecting an individual employee, filed on behalf of an individual or by an individual. In the case of an individual grievant proceeding without Local Union representation, the Local Union must be given an opportunity to be present and to offer its views at any meeting held to adjust the grievance. The grievant shall be responsible for *notifying* the Local Union of any such meeting.
2. Group - A grievance involving a number of employees in a bargaining unit (i.e. a Local Union). A group grievance may be filed at whatever step a resolution is possible. However, at whatever step the grievance is filed in writing, the written grievance must contain all information as set forth in Step 2 of this grievance process as described in Section G of this Article.
3. Class - A grievance involving all the employees in a bargaining unit (i.e. a Local Union). A class grievance must be signed by the Local Union President or his/her designee and may be filed directly at Step 3 of this procedure. Grievances so filed shall be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Section G, Step 2 of this Article.

**Section D General**

1. If the Authority declares a grievance non-grievable/arbitrable, it must make such declaration in writing in response to whatever step the grievance was put in writing.
2. If the Authority does not respond within the time limits specified in each step, the employee or the Local Union may invoke the next step, treating the lack of response as a denial of the grievance.
3. All time limits shall be strictly observed unless the parties mutually agree in writing to extend the time limits. Days shall mean calendar days, unless stated otherwise. If the last day of the time limit falls on a Saturday, Sunday, holiday, and/or a day on

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which the Authority's Central Office is not open for business, the last day of the time limit shall be extended to the next business day.

4. The presentation and discussion of grievances shall be conducted at a time and place that shall afford a fair and reasonable opportunity for both parties and their witnesses to attend. No witness shall be heard if the arbitrator determines his/her testimony is not relevant. The Authority shall have the responsibility to produce witnesses that are employees of the Authority, while they are at work. Such witness(es) shall be present only for the time necessary for him/her to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, they shall be excused with pay for this purpose. The Authority may stagger the release of employees to accommodate operational demands. Witness lists shall be exchanged one (1) week before the hearing date.

5. The Authority and the Local Unions shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of the grievance.

**Section E Consolidation of Related Grievances**

1. Grievances shall be processed by the Local Union in whose bargaining unit the complaint arises. Related grievances, including those affecting more than one unit, shall be consolidated for arbitration.

2. Grievances affecting one (1) unit: In the event the Authority and the Local Union that filed the grievance are able to reach a settlement agreement on a case that is unique to that Local Union, the settlement agreement shall resolve only that grievance, or matters arising with that Local Union's bargaining unit.

3. Grievances affecting more than one unit: Either the Authority or any one of the Local Unions may designate that a case has general applicability to the other units, or that it involves a general policy affecting the parties to this Agreement. If a case designated as, having general applicability is settled, the settlement agreement must be approved and signed by the other Local Unions to be effective. Such signed agreements shall be binding on all of the Local Unions. If such cases of general applicability proceed to arbitration, the arbitration decision, or decision of any appeal thereof, shall be binding upon all of the parties to the Agreement, provided that all of the Local Unions are given the opportunity to submit amicus briefs to the arbitrator and to any reviewing authority.

4. For consolidated or related grievances, in the absence of a settlement agreement signed by all of the Local Unions, or a decision by a third party, e.g., a grievance is dropped, any questions of contract interpretation and policy shall remain open for resolution through other grievances filed by any of the Local Unions.

**Section F Who May Grieve**

Either an employee or the Union may raise a grievance. If raised by an employee, the Local Union may associate itself with the grievance at any time if the employee so desires. Whenever the Local Union shall raise a grievance or be associated with a grievance under this Article, such

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grievance shall become the Local Union's grievance. If filed by the Local Union, an

employee may not thereafter file a grievance involving the same incident or issue. If the grievance is filed by the employee, he/she may not thereafter cause the Local Union to file the same grievance independently.

**Section G Procedural Steps**

**Step 1.** The aggrieved employee (with or without his/her Local Union representative) and/or the Local Union shall orally or in writing present and discuss the grievance with the employee's immediate supervisor, within ten (10) workdays of the occurrence of the event giving rise to the grievance becoming known to the employee or the Local Union. The immediate supervisor shall make a decision on the grievance and communicate the decision to the employee or to the Local Union, or to the representative, in writing within ten (10) workdays from the date of the presentation of the grievance.

**Step 2.** If the grievance remains unsettled, the employee (with or without his/her Local Union representative) or the Local Union shall submit a signed written grievance to the appropriate Department Director ten (10) workdays of the date of the written Step 1 response or, if a response is not received by the due date, within ten (10) workdays of the response due date. If a grievance is filed directly at Step 2, it shall be filed within fifteen (15) workdays from the time the employee and/or the Local Union becomes aware of the occurrence or issue giving rise to the grievance. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated;
2. The date(s) on which the alleged violation(s) occurred;
3. The manner in which the alleged violation(s) occurred;
4. The specific remedy or adjustment sought;
5. The signature of the Local Union representative, according to the category of the grievance.

Should the grievance not contain the required information, the grievant and the Union shall be so notified in writing and granted the opportunity to resubmit the grievance within three (3) workdays of such notice.

The Department Director shall respond to the employee or the Local Union in writing within ten (10) workdays of the date of receipt of the Step 2 grievance.

**Step 3.** If the grievance remains unsettled, the employee and/or Local Union shall submit the Step 3 grievance to the Executive Vice President (EVP) of People and Talent or his/her designee, within ten (10) workdays of the date of the written Step 2 response or, if a response is not received by the due date, within ten (10) workdays of the Step 2 response due date. If a grievance is filed directly at Step 3, it shall be filed within fifteen (15) workdays from the time the Union becomes aware of the occurrence or issue giving rise to the grievance.

The EVP of People and Talent or his /her designee shall respond in writing within ten (10) work-

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days of receipt of the grievance. The EVP of People and Talent or his/her designee, may meet with the grievant and/or Local Union in an attempt to settle the grievance at any time.

**Step 4.** If the grievance remains unsettled, the Local Union, within ten (10) workdays, from receipt of the response or the response due date, shall advise the EVP of People and Talent in writing whether the Local Union intends to request arbitration on behalf of the employee or employees on the matter. Should the Local Union request arbitration, such request shall include a settlement, setting forth grounds consistent with Step 2, to be decided by the arbitrator.

**Section H Arbitrator**

1. Selection of an Arbitrator - Within seven (7) workdays from the Authority's receipt of the request from the Local Union to arbitrate, the Local Union shall request the Federal Mediation and Conciliation Service ("FMCS") to refer a panel of seven (7) impartial arbitrators. A copy of the FMCS arbitrator request form shall be provided to the EVP of People and Talent or his/her designee at the time it is sent to FMCS. Within thirty (30) calendar days after receipt of a FMCS panel, the parties shall select one of the names on the list as mutually agreeable, or if there is no mutually agreeable arbitrator, each party alternately strikes a name from the submitted panel until one remains. A coin shall be tossed to determine who shall strike first. If none of the submitted arbitrators are acceptable, one (1) new panel may be sought before the selection process begins.

FMCS shall be empowered to make a direct designation of an arbitrator to hear the case if either party refuses to participate in the selection of an arbitrator.

2. The arbitrator shall hear and decide only one (1) grievance in each case, except in cases where related grievances have been combined for purposes of arbitration.
3. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
4. The hearing shall not be open to the public. The hearing shall be open to the parties and witnesses relevant to the grievance including Management representatives, the aggrieved employee(s), and the Local Union Officials from the Local Union representing the aggrieved employee(s), including Local Union attorneys and national representatives. In the case of a class grievance involving employees from more than one Local Union, the Local Union Presidents (or his/her designee) for all affected units shall be allowed to attend the arbitration hearings.

Any Local Union President or his/her designee that is a party to the Agreement shall be allowed to attend the hearing as observers.

5. Witnesses shall be sequestered upon request of either party.
6. Either party may have the arbitration proceedings recorded stenographically or otherwise, and then transcribed by a professional recording service retained at its own expense. The parties may equally share the costs of the recording and/or transcription.

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However, if costs are not shared, the requesting party shall not be required to provide the other party with the transcript that it has not paid for. Either party may use a tape recorder for their own notes.

7. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusion within thirty (30) calendar days after the conclusion of the hearing, or within thirty (30) calendar days after the arbitrator receives the parties' briefs, if any, whichever is later.
8. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The arbitrator shall confine his/her award solely to the grounds set forth in the written grievance.
9. The award cannot provide relief retroactively to a time 'before the date of the occurrence of the event upon which the grievance is based.
10. The arbitrator's award shall be binding upon both parties. A party to the grievance arbitration proceeding who is aggrieved by the arbitration award may file a request for review with the PERB, and/or other agency or court of competent jurisdiction. The request for review shall be filed no later than twenty (20) calendar days after service of the arbitrator's award. The only grounds for an appeal of a grievance arbitration award are the following:
  - a. The arbitrator was without authority or exceeded the jurisdiction granted;
  - b. The award on its face is contrary to law and public policy; or
  - c. The award was procured by fraud, collusion or other similar unlawful means.
11. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be borne by the losing party. In cases where it is unclear whether or not a party has lost the case, the arbitrator shall apportion the costs.

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**Union Proposal Last Best Offer  
Submitted: 07/28/2023**

**No Change**

**ARTICLE 18  
SAVINGS CLAUSE**

If any Article, Section, or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation, or by decree of a court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Upon issuance of such decision, the Authority and the Local Unions agree to immediately enter into negotiation for a substitute for the invalidated Article, Section or portion.

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**Union Proposal Last Best Offer  
Submitted: 07/28/2023**

**Change**

**ARTICLE 19  
DURATION AND FINALITY OF AGREEMENT**

This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (section 1-618.15(a), D.C. Code, 2001 edition). The duration of this agreement is ~~October 1, 2019 to September 30, 2023~~ **October 1, 2023 to September 30, 2027**. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both. If dis- approved because certain provisions are asserted to be contrary to applicable law, the par- ties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision.

The parties acknowledge that this Agreement represents the result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

It is agreed that any request by either party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all parties mutually agree in writing during the terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.

Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

This Agreement becomes effective after ratification and upon signatures by both parties.

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## Amber Jackson

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**From:** Ottis Johnson <Ottis.Johnson@afge.org>  
**Sent:** Tuesday, October 22, 2024 11:26 AM  
**To:** Amber Jackson  
**Cc:** bjm1277; Jonathan Shanks; utillatec01@yahoo.com; Michelle Hunter; kpoge1@gmail.com  
**Subject:** Union Ratification

**EXTERNAL EMAIL: This email was NOT sent by a DC Water Team Member. Use CAUTION before CLICKING a link or OPENING any attachment in this email. For additional analysis of this email message by the Cyber Team, please click the "Report Message" icon found in the upper right-hand corner of this message.**

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Good Morning Ms. Jackson

While the unions are not obligated to ratify the successor Master Agreement on Compensation, they decided to ratify the Agreement. Please be advised that AFGE Locals 631, 872, and 2553, NAGE Local R3-06 and AFSCME Local 2091 all ratified the successor Master Agreement on Compensation for Compensation Unit 31 during the the period of September 21, 2024 to October 4, 2024.

In solidarity,

***Ottis Johnson, Jr.***

National Vice President  
American Federation of Government Employees, District 14  
80 F Street, Northwest, 6<sup>th</sup> Flr  
Washington, DC 20001  
(202) 639-6447  
[ottis.johnson@afge.org](mailto:ottis.johnson@afge.org)  
[afge.org/district14](http://afge.org/district14)

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