

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEES RELATIONS BOARD**

IN THE MATER OF:

**American Federal of Government)
Employees, Local 631,)
)
Complainant)
v.)
)
District of Columbia Water and)
Sewer Authority,)
)
Respondent)**

PERB Case No. 02-U-19

RECEIVED
JUN 21 PM 5:14
PERB

ANSWER TO UNFAIR LABOR PRACTICE COMPLAINT

This matter is before the Public Employee Relations Board (“PERB”) based on the unfair labor practice complaint the American Federation of Government Employees Local 631 (“Local 631”) filed with PERB on June 3, 2002 in which Local 631 alleged that the District of Columbia Water and Sewer Authority (“Respondent”) violated D.C. Code Section 1-618.4(a)(1) and (5). The Respondent denies any violations of the D.C. Code references and would respectfully allege and show PERB the following.

First Defense

The Respondent replies to the individually numbered Paragraphs of the complaint as follows:

1. The Respondent admits that Local 631 is a labor organization within the meaning of the District of Columbia Comprehensive Merit Personnel Act. The Respondent admits that the phone number in Paragraph 1 is a cell phone number upon which Ms. Milton may be reached. The Respondent is without information sufficient to form a

belief that Local 631 maintains its principal office at 620 54th Street. NE. The Respondent denies all remaining allegations contained in Paragraph 1 of the complaint.

2. The Respondent admits that its principal office is at 5000 Overlook Avenue, S.W., Washington, DC 20032. The Respondent admits that it is an employer within the meaning of the CMPA. The Respondent admits that Jerry N. Johnson the General Manager can be reached by the phone number listed in Complainant's Paragraph 1.
3. The Respondent denies the allegations in Paragraph 3 of the complaint.
4. The Respondent admits that it has and continues to promulgate polices that allow it to manage its operations. The Respondent admits that bargaiing on the polices promulgated would be included within the negotiations for the successor collective bargaining agreement.
5. The Respondent denies the allegations contained in Paragraph 5 of the complaint. The Respondent admits Exhibit 1 attached to the complaint speaks for itself.
6. The Respondent admits that Exhibit 3 is a letter dated November 6, 2001 and that the letter speaks for itself. The Respondent denies ever refusing to bargain over policies. Whether the complainant has not waived its rights to bargain is a conclusion of law requiring no response. Whether the Respondent has an obligation to bargain pursuant to the D.C. Code is a conclusion of law requiring no response. The Respondent admits that Exhibit 2 is an excerpt of the Collective bargaining Agreement between the parties and it speaks for itself. The Respondent denies all other allegations contained in Paragraph 6 of the complaint.

7. The Respondent admits that Exhibits 5A, through 5D attached to the complaint speak for themselves. The Respondent denies all remaining allegations of Paragraph 7 of the complaint.
8. Paragraph 8 constitutes legal argument and as such requires no response.
9. The Respondent denies the allegations of Paragraph 9 of the complaint in their entirety.
10. The Respondent denies the allegations of Paragraph 10 of the complaint in their entirety. The Respondent admits that Exhibits 6a and 6b are copies of correspondence between the parties and as such they speak for themselves.
11. The Respondent admits that on February 1, 2002 the parties held a bargaining session. The Respondent further admits that the Complainant was advised that pursuant to Part II Article 2 of the current agreement between the parties "If any policy is in conflict with a provision of this agreement, the agreement shall prevail." The Respondent admits that it received a letter dated February 21, 2002 and that the letter speaks for itself. The Respondent denies all of the remaining allegations of Paragraph 11. The Respondent admits that Exhibits 7a and 7b are copies of correspondence between the parties and as such they speak for themselves.
12. The Respondent denies the allegations of Paragraph 12 in their entirety. The Respondent admits that Exhibits 7a and 8 are copies of correspondence between the parties and as such speak for themselves.
13. The Respondent admits that Exhibits nine and ten attached to the complaint speak for themselves. The Respondent denies all remaining allegations of Paragraph 13 of the complaint.

14. The Respondent denies the allegations of Paragraph 14 of the complaint in their entirety.
15. The Respondent denies the allegations of Paragraph 15 of the complaint in their entirety.
16. The Respondent is without sufficient information to form a response to the allegations of Paragraph 16.

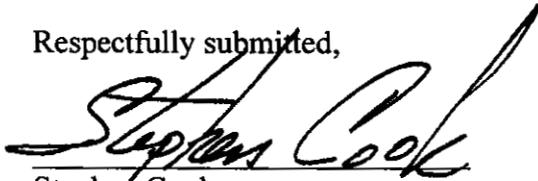
Second Defense

PERB is without statutory Respondent to Award attorney's fees.

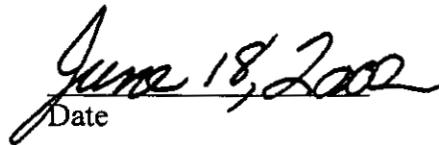
Third Defense

The complaint fails to allege conduct that violates the law.

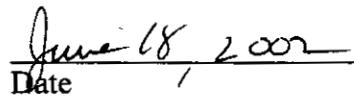
Respectfully submitted,



Stephen Cook
Labor Relations Manager
District of Columbia
Water and Sewer Authority


Date

Lee W. Clark, Esq.
Labor Relations Specialist
District of Columbia
Water and Sewer Authority


Date

CERTIFICATE OF SERVICE

I, Lee W. Clark, Esq. hereby certify, that on this 18th day of June 2002 this answer was sent via telephonic facsimile to the following:

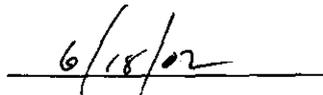
Offices of the Public Employees Relations Board
717 14th Street, N.W.
11th Floor
Washington, DC 20004
202-727-9116 (facsimile)

And by first class mail, United States Postal Service, postage prepaid to:

Barbara Milton
President
AFGE 631
P.O. Box 54585
Washington, D.C. 20032



Lee W. Clark, Esq.
Labor Relations Specialist
District of Columbia
Water and Sewer Authority



Date

**Government of the District of Columbia
Public Employees Relations Board**

In the Matter of:

**American Federation of Government
Employees, Local 631**

Complainant

vs.

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

Respondent

PERB Case No. 02-U-19

Filed: May 30, 2002

UNFAIR LABOR PRACTICE COMPLAINT

RECEIVED
MAY 30 PM 2 19
PERB

The Complainant hereby files this unfair labor practice complaint against the District of Columbia Water and Sewer Authority, (hereinafter referred to as "WASA"). The Complainant alleges as follows:

1. **Complainant**, AFGE Local 631, 620 - 54th Street, NE., Washington, DC 20019. Barbara J. Milton is the President and principal officer of AFGE Local 631. Phone Number: 202-236-0500. The Complainant is a labor organization.
2. **Respondent**, DC Water and Sewer Authority maintains its principal office at 5000 Overlook Avenue, SW., 3rd Floor, Washington, DC 20032. WASA is an employer within the scope and meaning of the CMPA and has authority to negotiate and execute

collective bargaining agreements with labor organizations concerning wages and other terms and conditions of employment. Jerry N. Johnson is the General Manager of WASA and his phone number is 202-787-2609.

STATEMENT OF COMPLAINT

3. The Complainant allege that the Respondent **failed to bargain over changes and new employer policies, procedures and practices regarding the terms and conditions of employment** affecting bargaining unit employees, thereby violating the Complainant's rights as guaranteed by the CMPA, DC Code Section 1-617.04(a)(1), and (5). ***These violations are continuous and ongoing.*** The Complainant has been certified by PERB or its predecessors as the exclusive representative of various employees at WASA. The Respondent has *developed and implemented* new personnel policies and procedures and has refused to negotiate with the Complainant on these matters. The Respondent's action is an attempt to restrain the Complainant in the exercise of their rights as guaranteed by the CMPA. The Respondent's failure to negotiate on these matters prior to, or after, the implementation of new policies and procedures is in violation of DC Code Section 1-617.04(a)(1), and (5).

BACKGROUND:

4. On or about March 1999, July 1999, and August 1999 the Respondent implemented several new policies affecting the terms and conditions of employment of bargaining unit employees. The Complainant requested to bargain over these new policies and work practices. The Complainant offered comments on the new policy, but was denied the right to bargain over the new policies and practices. The Respondent was creating new policies at the same time that the five Local Unions and the Respondent were in negotiations over a successor collective bargaining agreement. On March 15, 2000, the Complainant along with the other four Local Unions who represent employees at WASA filed an unfair labor practice complaint. This complaint became PERB Case No. 00-U-14. The Complainant and the Respondent settled the matter after several PERB hearings that were held with the hearing examiner. The settlement consisted of the Unions being able to bargain over the newly developed policies and practices and the subject matter of the issues in the unfair labor practice were addressed in the successor collective bargaining agreement. The matter was withdrawn from PERB. The collective bargaining agreement negotiations concluded on *June 14, 2001*. The Collective Bargaining Agreement became effective on *October 4, 2001*.

5. WASA has continued its ongoing hostility towards bargaining with the Complainant as reflected in the incidents described herein. After being provided with information related to the WASA Internal Improvement Plan ("IIP") and an IIP report prepared by a consultant company, on April 24, 2001 the Complainant wrote Stephen Cook informing him that the Complainant was preserving its right to bargain over WASA's Internal Improvement Plan. Subsequent to this, the Complainant

asked to bargain over the WASA Internal Improvement Plan and the Respondent failed to do so. The Complainant offered a reasonable proposal related to lessening the impact and effect of the IIP on Wastewater Treatment Operators. The Respondent failed to reply or meet again related to this bargaining request or the Complainant's proposal, in violation of D.C. Code Section 1-617.04(a)(1) and (5). A true and correct copy of this letter is hereto attached as *Exhibit 1.*

6. On November 6, 2001, the five Unions that represent employees at WASA sent Mr. Stephen Cook, Labor Relations Manager, a letter requesting to bargain over changes in working conditions that had been implemented and new policies that were developed and issued *during and immediately after the conclusion of the collective bargaining agreement negotiations.* This negotiation concluded on June *14, 2001*. These changes in policies and work practices affected bargaining unit employees. The Complainant requested to bargain over these new policies, the IIP and other new work practices. The Complainant offered comments on some of the new policies, but was denied the right to bargain over the new policies or other new work practices. The Complainant has also been denied the right to bargain over the IIP. The Complainant has not waived its right to bargain over any unilateral changes made by the Respondent. The Complainant's request to bargain has been consistent with the law and is subject to either substance or impact and effect bargaining. The Respondent has a duty to bargain over mandatory subjects of bargaining and has failed to do so, in violation of D.C. Code Section 1-617.04(a)(1) and (5). This principle is confirmed in the WASA Collective Bargaining Agreement, Article 4, Management Rights, Section B. A copy is hereto attached as *Exhibit 2.* A true and correct copy of the Unions letter dated November 6, 2001

requesting to bargain is hereto attached as **Exhibit 3**. A true and correct copy of Mr. Cook's response to the Unions' request to bargaining is hereto attached as **Exhibit 4**.

7. On December 5, 2001, December 7, 2001 and December 13, 2001 the Complainant requested to bargain over a newly developed CDL and non-CDL drug testing referral form, changes to the past practice of the neutral party process, changes in the sign-in sheet for Walter Bailey's administrative staff. The Respondent denied these requests, in violation of D.C. Code Section 1-617.04(a)(1), and (5). A true and correct copy of these requests is hereto attached as **Exhibits 5A, 5B, and 5C**. In early April 2002, the Complainant requested to bargain over changes in Wastewater Treatment duty station task schedule. This request was denied, in violation of D.C. Code Section 1-617.04(a)(1), and (5). A true and correct copy of the Respondent's denial letter is hereto attached as **Exhibit 5D**.
8. PERB has held that while PERB lacks jurisdiction to find violations based on conduct outside of the 120-day time limit, such acts can be considered as background to find violations from related events within the jurisdiction time limit. *See AFGE Local 872 v. DCWASA*, PERB Opinion No. 497. The Complainant believes that the allegations in this complaint are timely based on PERB's finding in *Green v. DCDOC*, PERB Opinion 323. In this matter PERB ruled that allegations based on events more than 120 days prior to filing of a complaint are timely, and such incidents may be considered as evidence of alleged violations occurring within the 120-days period.

CURRENT VIOLATION:

9. WASA has continued its ongoing hostility towards bargaining with the Complainant as reflected in the continued incidents described in this complaint. The Respondent ***failed to bargain over changes and new employer policies, procedures and practices regarding the terms and conditions of employment*** affecting bargaining unit employees, thereby ***continually*** violating the Complainant's rights as guaranteed by the CMPA, DC Code Section 1-617.04(a)(1), and (5). These violations are continuous and ongoing as further described below.

10. In mid January 2002, the Complainant requested information on numerous matters. This information was requested related to bargaining requests and efforts to process the following grievances:

- | | | |
|----|---|---------------|
| a. | Minimum Crew on Holidays | December 2001 |
| b. | Performance Evaluations for Union Employees | January 2002 |

The Respondent refused to provide this and other requested information need to determine a contract violation, the extent of a contract violation and/or to process other grievances. This refusal is a violation of D.C. Code Section 1-617.04 (a)(1) and (5). A true and correct copy of the Complainant's information request and the Respondent's denial is hereto attached as ***Exhibits 6A and 6B.***

11. On February 1, 2002, the Complainant along with her attorney Mindy Holmes met with Mr. Cook and Lee Clark in an effort to bargain over the items listed in the November 6, 2001 letter (hereto attached as Exhibit 3). Mr. Cook asked the Complainant for proposals in which we responded that the newly negotiated contract was the Union's proposal and we could not offer any other proposals until we were clear about what part(s) of the new policies applied to union employees and what applied to non-union employees. The Respondent through its agents Mr. Cook and Mr. Clark informed the Complainant and her attorney that the policies developed and/or implemented after June 14, 2001 did not apply to bargaining unit employees to the extent that the terms of the WASA's personnel policies were different from, conflict with, were not addressed or in our Collective Bargaining Agreement, or would otherwise have added to the terms of the Collective Bargaining Agreement. The Complainant believed that this response rendered the its request to bargain moot since the new policies did not apply to bargaining unit employees. As a result of this response, the Complainant sent Mr. Cook a letter, dated February 21, 2002, to thank him for clarifying the issue and requesting another meeting to continue the bargaining over other changes in work practices. The Respondent did not schedule any other bargaining session. In addition, the Complainant sent Mr. Cook a follow-up information request, dated February 21, 2002. The information sought by the Complainant was not provided, in violation of D.C. Code Section 1-617.04 (a)(1) and (5). A true and correct copy of Complainant's February letter and information request is hereto attached as *Exhibits 7A and 7B*.

12. On March 27, 2002, the Respondent through its agent Mr. Cook sent a response to the

Complainant's February 21, 2001 letter. This response was contrary to the verbal remarks that were made in the February 1, 2002 bargaining sessions, including the reference that the meeting was an impact and effect bargaining session. We believe that this response demonstrates an absence of good faith bargaining on the part of the Respondent. We believe the Respondent was just going through the motions of negotiating with the Complainant with no intent to reach an agreement. The Complainant was given misleading and/or false information in an effort to avoid actual substance bargaining over the new policies during this meeting, in violation of D.C. Code Section 1-617.04 (a)(1) and (5). The policies that are the subject of this Unfair Labor Practice are listed in the Complainant's February 21, 2002 letter, hereto attached as Exhibit 7A. A true and correct copy of Mr. Cook's letter dated March 27, 2002 is hereto attached as Exhibit 8.

13. On February 21, 2002, the Complainant asked to bargain over the new Reduction in Force regulations that was promulgated in the D.C. Register on or about January 18, 2002. The Authority denied this request, in violation of D.C. Code Section 1-617.04 (a)(1) and (5). A true and correct copy of the Complainants request to bargain is hereto attached as Exhibit 9. A true and correct copy of the Respondent's letter denying the Complainant to bargain over the new RIF regulations for WASA is hereto attached as Exhibit 10.

14. Alternatively assuming that WASA was statutorily compelled to adopt the RIF provisions in DC Code 1-624.01 at et seq. and Chapter 24 of the DPM, the Union contends that those areas of WASA's final RIF regulations that go beyond the language in the D.C. Code are negotiable.

WASA's refusal to bargain is therefore a violation of the CMPA, DC Code Section 1-617.04(a)(1) and (5).

15. By the acts described in this complaint, the Respondent has on a continuing and on an ongoing basis implemented new policies, regulations, work practices and procedures and has continually refused to bargain with the Complainants over changes in working conditions that affect bargaining unit employees. In addition, the Respondent has continually restrained the Complainant with respect to its right as the exclusive representative, in violation of the CMPA, DC Code Section 1-617.04(a)(1) and (5).
16. There are no other pending proceedings related to this matter.

REMEDY

1. The Complainant seeks an order to the Respondent to cease and desist from refusing to bargain and restraining the Complainant in the exercise of its rights under the CMPA.
2. The Complainant seeks an order to the Respondent to bargain with the Complainant over all changes to employees terms and conditions of employment, including the RIF, IIP and the WASA policies and changes in past work practice.

3. The Complainant seeks an order that any employee who has suffered a loss or been denied benefits, shall be made whole, including back pay with interest.

4. The Complainant seeks an order that the Respondent pay the Complainant for any out of pocket expenses and costs, including parking and/or travel expenses, use of leave and clerical expenses, i.e., copies, typing, etc. The Complainant seeks an award for reasonable attorney fees.

5. The Complainant seeks an order from the Board that the Respondent post a notice about the alleged violations cited in this complaint.

6. The Complainant seeks any other remedy that the Public Employee Relations Board deems appropriate.

Respectfully submitted,


Barbara J. Milton, AFGE Local 631

5/30/02
Date:

May 30, 2002

EXHIBITS

ATTACHMENTS TO THE FOREGOING UNFAIR LABOR PRACTICE COMPLAINT

AFGE Local 631 v. WASA

In order of attachment

- Exhibit 1 April 24, 2001, Union Letter about Preservation of Bargaining Rights
- Exhibit 2 Article 4, Management Rights of the CBA
- Exhibit 3 November 6, 2001, Unions Bargaining Request over Policies and other Matters
- Exhibit 4 December 5, 2001, Response to 11/6/01 Bargaining Request from Mr. Cook
- Exhibit 5A December 5, 2001, Union Bargaining Request for Referral Forms for CDL
- Exhibit 5B December 7, 2001, Union Bargaining Request for Changes/ Neutral Party Process
- Exhibit 5C December 13, 2001, Union Bargaining Request for Walter Bailey/Time Sheets
- Exhibit 5D May 29, 2002, Letter of Denial to Bargain over Duty Station Task Schedule/ Walter Bailey
- Exhibit 6A January 14, 2002, Union Information Request for Performance Eval. Grievance
- Exhibit 6B January 31, 2002, Letter of Denial of Information Request from Mr. Cook
- Exhibit 7A February 21, 2002, Union Response to February 1, 2002 Bargaining Meeting
- Exhibit 7B February 21, 2002, Union Letter of Information Request related to 2/1/02 Meeting
- Exhibit 8 March 27, 2002, Mr. Cook's Response to Union's 2/21/02 Letter about Bargaining Meeting
- Exhibit 9 February 21, 2002, Union Bargaining Request related to WASA's new RIF Regulations
- Exhibit 10 March 1, 2002, Response Denying Bargaining of WASA's RIF Regulations from Cook



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

P.O. Box 54585
Washington, D.C. 20032

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

Exhibit 1

April 24, 2001

RECEIVED
LABOR RELATIONS
2001 APR 24 PM 5:31
D.C. WATER & SEWER UTIL.

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W.
Washington, D.C. 20032

RE: Preservation of Bargaining Rights/IIP

Dear Mr. Cook:

While I appreciate you providing me with information about the internal improvement plan, this letter is to inform you that we have not waived any of our rights to full impact bargaining with respect to any changes your internal improvement plan has or will make on the terms and conditions of employment of the employees AFGE Local 631 represent.

I look forward to you continuing to share with us information that you have developed in your internal improvement plan. If you have any questions, please feel free to contract me at 202-236-0500.

Respectfully submitted,

Barbara J. Milton, President

cc: Barbara A. Grier
Michael Marcotte
Jerry Johnson

Exhibit 2



Master Agreement

**Master Agreement
On Compensation and Working Conditions**

Between

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

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

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

And

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

Effective Date: October 4, 2001

presentation of the Local Unions' views to the Authority, the Congress, or any official of the District of Columbia ("D.C.") Government.

Each employee shall have the right to bring matters of personal concern to the attention of the appropriate official of management, official governing bodies, and/or Local Unions without fear of reprisal or intimidation.

It is understood that employees of the bargaining unit(s) shall have full protection of all Articles in this Agreement as long as they remain in the unit.

Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal belief without interference, coercion, or discrimination by the Authority so long as such activities do not conflict with job responsibilities.

ARTICLE 4 MANAGEMENT RIGHTS

Section A General

D.C. Code Section 1-618.8 of the CMPA establishes Management's rights as follows:

1. The Authority shall retain the sole right, in accordance with applicable laws and rules and regulations:
 - a. To direct employees of the Authority;
 - b. To hire, promote, transfer, assign and retain employees in positions within the Authority and to suspend, demote, discharge or take other disciplinary action against employees for cause;
 - c. To relieve employees of duties because of lack of work or other legitimate reasons;
 - d. To maintain the efficiency of the Authority's operations entrusted to them;
 - e. To determine the mission of the Authority, its budget, its organization, number of employees, and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology for performing its work, or its internal security practices; and
 - f. To take whatever actions may be necessary to carry out the mission of the Authority in emergency situations.
2. All matters shall be deemed negotiable except those that are proscribed by the CMPA Subchapter XVIII, Labor-Management Relations (D.C. Code §§ 1.618 et seq.)

Section B Exercise of Management Rights and Bargaining Over Negotiable Issues

1. Management rights are not subject to negotiations. In accordance with D.C. law, the Authority shall bargain with the Local Unions over the impact and effect of its exercise of

enumerated Management rights. In addition, the Authority shall bargain over subjects that have otherwise been deemed negotiable under D.C. law.

2. The Authority shall give the President of each Local Union advance written notice of changes in personnel policies, practices, or working conditions affecting employees covered by this Agreement. The Local Unions shall have the opportunity to exercise their full rights to bargain.

Section C Management Duties

Management has a duty to treat and work with all employees in a fair, objective, and nondiscriminatory manner. Employees are entitled to work in an environment free of unlawful discrimination or bias. To accomplish these goals, in addition to the other provisions of the Agreement, Management shall solicit and consider employment recommendations only on the basis of employees' job related abilities and characteristics. Subject to standard rules and expectations of attendance and conduct on the job, employees shall not be coerced in regard to their own or a family member's political activity. Similarly, no employee shall be deceived or willfully obstructed from competing for any employment position or influenced to withdraw from such competition, or by unauthorized preference or advantages (e.g., nepotism, cronyism), in order to effect the employment prospects of any other employee.

ARTICLE 5

REPRESENTATION DURING INVESTIGATIONS AND MEETINGS

Section A Investigations

An employee may request the presence of a Local Union representative during an interview of the employee that is conducted by the Authority as a part of an investigation that the employee reasonably believes may result in disciplinary action against the employee. A Local Union representative shall be given the opportunity to be present following such a request.

Section B Meetings

The Authority shall provide the Local Unions with reasonable prior notice of, and an opportunity to attend, formal meetings (which does not include regular meetings to give staff routine directions) held with Local Union employees to discuss personnel policies, practices or working conditions. At any such meeting the Local Unions shall be provided an opportunity to present the Local Unions' point of view. All parties shall conduct such meetings with appropriate professional courtesy and decorum.

ARTICLE 6

STATUS OF EMPLOYEE REPRESENTATIVES

Supervisors shall not impose any restraint, interference, coercion, or discrimination against employees in the right to organize and designate representatives of their own choosing for the purpose of collective bargaining, the prosecution of grievances, appeals, pursuit of actions before the PERB, Union-Authority cooperation, or upon duly designated employee

ARTICLE 62
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, 1981 edition). The duration of this agreement is October 1, 1999 to September 30, 2003. 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.

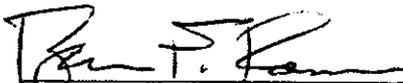
Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

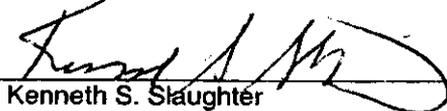
This Agreement becomes effective on the date of execution, the 4th day of October 2001.

FOR THE
DISTRICT OF COLUMBIA
WATER AND SEWER AUTHORITY

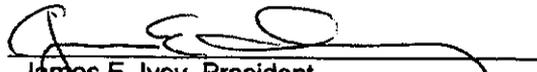

Glenn S. Gerstell
Chairman of the Board

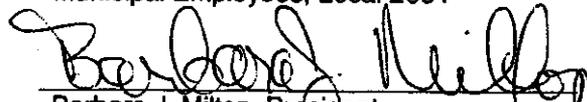

Jerry N. Johnson
General Manager

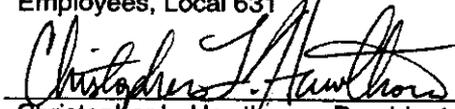

Bruce F. Romer
Chair, Committee on Human
Resources and Labor Relations

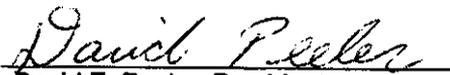

Kenneth S. Slaughter
Chief Negotiator
Venable, Baetjer, Howard, Civiletti

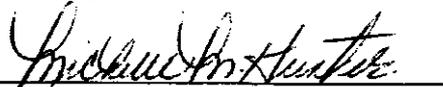
FOR THE UNIONS

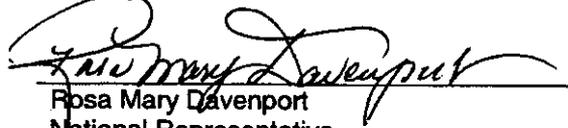

James E. Ivey, President
American Federation of State, County and
Municipal Employees, Local 2091

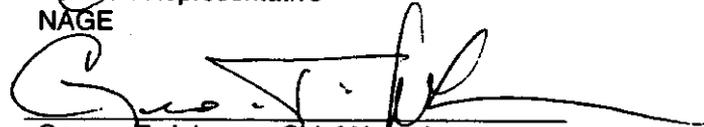

Barbara J. Milton, President
American Federation of Government
Employees, Local 631


Christopher L. Hawthorne, President
American Federation of Government
Employees, Local 872


David E. Peeler, President
American Federation of Government
Employees, Local 2553


Michelle M. Hunter, President
National Association of Government
Employees, Local R3-06


Rosa Mary Davenport
National Representative
NAGE


George F. Johnson, Chief Negotiator
American Federation of State, County and
Municipal Employees (AFSCME)

*American Federation of Government Employees, Locals 631 & 2553
American Federation of State County and Municipal Employees, Local 2091
National Association of Government Employees, Local R3-06*

*Rec'd By
D. D. D. H.R.
11/6/01*

Exhibit 3

November 6, 2001

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W. 3rd Floor
Washington, D.C. 20032

Dear Mr. Cook:

Please be advised that we the undersigned hereby request to bargain over any and all personnel policies proposed or implemented after the conclusion of our Collective Bargaining Agreement (CBA) negotiation (June 14, 2001), that make a change affecting conditions of employment for bargaining unit employees we represent. As we have previously informed you, any comments that we have offered on proposed personnel policies is not a waiver of our right to bargain over any changes in the terms and condition of employment affecting employees we represent.

In addition, WASA managers are proposing and implementing numerous changes in employment procedures including past practices without notifying the Unions. We are requesting to bargaining over changes in any and all employment procedures including past practices. In an effort to be more specific, our bargaining request is for, but not limited to, the following issues.

1. Personnel Policies - Driver Qualification, Termination of Employment, Unexcused Absence, Attendance and Punctuality, Return to Duty, Sick and Annual Leave (to the extent that these leave policies cover issues not addressed in our CBA.) Any other policies that we are currently not aware of.
2. Current performance evaluation process and procedure.
3. The Internal Improvement Plan affecting employees at the Blue Plains Plant.
4. Changing and shorting the cut off date for the use or lose of annual leave.
5. Changes in minimum crew size for WWT operators.
6. WWT consolidation of plant operation facilities and relocating employees.

Union Bargaining Request to DCWASA

November 6, 2001

Page 2

7. Management allowing KF contractor's to take WASA certification training classes and the WWT operator certification test.
8. Managers imposing other training on WWT operators and not allowing them to attend the required WWT operator certification training class.
9. The difficulty of union employees to obtain a Class III WWT operator certification and numerous other problems with the certification training and testing process.
10. Any other changes planned, proposed or implemented which the union has not been notified in accordance with our CBA.

We are requesting to bargaining over these issues as soon as possible. We are requesting that no changes with respect to this request be implemented until the Unions have a right to bargain via this request. Your prompt attention to this request is appreciated. We look forward to resolving this matter. If you have any questions, please feel free to contact us.

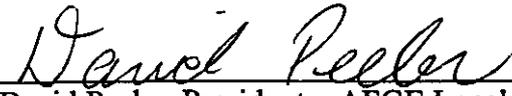
Respectfully submitted,



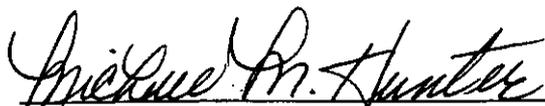
James E. Ivey, President - AFSCME Local 2091



Barbara J. Milton, President - AFGE Local 631



David Peeler, President - AFGE Local 2553



Michelle Hunter, President - NAGE Local R3-06

cc: Barbara A. Grier, Director of Human Resources



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

December 5, 2001

Exhibit 4

Via Hand Delivery and Facsimile Transmission

Barbara A. Milton, President
AFGE Local 631

David Peeler, President
AFGE Local 2553

James Ivey, President
AFSCME 2091

Michelle M. Hunter, President
NAGE Local R3-06

Dear Union Representatives:

This responds to your letter dated November 6, 2001 regarding a demand to bargain over all personnel policies proposed or implemented after June 14, 2001, and your allegations with respect to changes in employment practices.

Your November 6, 2001 letter lists ten (10) issues which you allege are ripe for Impact and effect negotiations but does not provide counter proposals or possible dates when you wish to meet.

The Authority is prepared to meet with you at 9:00 am on Thursday, December 13, 2001 in room 401, at the Central office Facility (COF). Please plan to attend this meeting and bring with you written counter proposals specific to the issues enumerated in your letter.

Ms. Milton, you should also be prepared to submit written counter proposals to your December 5, 2001 request to bargain over substance abuse referral forms for CDL and non-CDL employees, and your allegations regarding changes to the union evaluation system.

Sincerely,

Stephen Cook
Employee/Labor Relations Manager

cc: Barbara A. Grier
Walter Bailey



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

P.O. Box 54585
Washington, D.C. 20032

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

Rec'd
Am. Federation
OLR/HRL
12/13/01

December 13, 2001

Exhibit 5A

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W.
Washington, D.C. 20032

RE: Request to Bargain

Dear Mr. Cook:

Please be advised that we are requesting to bargaining over changes implemented related to the time sheet, signing in and out practices for administrative employee under the supervision of Walter Bailey. In addition, we are requesting to bargain with respect to a new document used by Mr. Shabelski, called "Record of Discussion"

Sincerely,

Barbara J. Milton
President

cc: Coalition of WASA Labor Unions

To Do for All That Which None Can Do for Oneself



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

P.O. Box 54585
Washington, D.C. 20032

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

Exhibit 5B

*Rec'd
W. J. ...
OLP/HRD
12/7/01*

December 7, 2001

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W.
Washington, D.C. 20032

RE: Request to Bargain

Dear Mr. Cook:

Please be advised that we are requesting to bargaining over changes implemented related to the neutral party process. Some of these changes were observed in a memorandum dated December 6, 2001 that was addressed to Hiram Tanner.

Sincerely,

Barbara J. Milton
President

cc: Coalition of WASA Labor Unions



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

Exhibit 5B page 2

MEMORANDUM

SUBJECT: Neutral Party for Clarence Stith
(Action - Reprimand)

DATE: December 6, 2001

FROM: Stephen L. Cook *SLC*
Labor Relations Manager

TO: Mr. Hiram Tanner
Chief, Pumping Division
Department of Sewer Services
125 O Street, SE, Building H, Second Floor
Telephone: (202) 264-3861

Thank you for agreeing to serve as the Neutral Party in the disciplinary case of Mr. Clarence Stith, Civil Engineer Technician, Department of Engineering and Technical Services. Your participation and cooperation will assist in the professional and timely processing of this proposed action. The Neutral Party report and recommendation must be submitted to Human Resources no later than, **December 19, 2001**. Please note that is not possible to change or extend the due date for your report and recommendation.

Mr. Stith and his Union Representative Ms. Barbara Milton, AFGE Local 631 have been informed that you will meet with them on **Wednesday, December 12, 2001, at 10:00 a.m., in your office located at 125 O Street, Building H, Second Floor**. Should the union and/or employee be unable to meet with you on this date, you are under no obligation to reschedule this meeting in light of the time constraints for the issuance of your report and recommendation. In the event the union cannot attend the meeting, you should inform the union of the option of submitting a written statement and other documents they deem necessary for the employee's defense. Should the union not submit these materials by the meeting date, you are required to issue your report and recommendation based upon the documents provided to you by Human Resources.

Attached is the case file and documents upon which you are to base your report and recommendation. These materials should be reviewed as they provide the details of the case and all supporting documentation. Please note that the scope of your review is limited to the documents contained in the attached case file and the documents submitted by the union and/or employee in lieu of attending the meeting.

Thank you again for your participation. Should you have questions, please feel free to contact Ms. Donna Travers, Employee Relations Assistant on extension 787-2626.

Attachment

cc: Clarence Stith ✓
James Shabelski
Barbara Milton, AFGE Local 631



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

P.O. Box 54585
Washington, D.C. 20032

December 5, 2001

*Rec'd
12/5/01*

Exhibit 5C

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W.
Washington, D.C. 20032

RE: Request to Bargain

Dear Mr. Cook:

Please be advised that we are requesting to bargain over the development of a substance abuse testing referral form for union employees who are CDL drivers and non-CDL employees. In addition, we are requesting to bargain over changes made to the current union performance evaluation system in effect for the evaluation period of April 1, 2000 to March 31, 2001.

Sincerely,

Barbara J. Milton
President

cc: Coalition of WASA Labor Unions

To Do for All That Which None Can Do for Oneself



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

Exhibit 5D

MAY 29 2002

Mr. Chester Hunter
Vice President, AFGE Local 631
5000 Overlook Ave., SW
Washington, DC 20032

Dear Mr. Hunter:

This letter is in response to your request to bargain over the implementation of a task schedule in the Dewatering Branch. Task lists and schedules are not new and are not subject to bargaining. These are developed and amended by management whenever there are changes in procedures, equipment, regulatory requirements, minimum crew size, etc. As always, I will be available to meet with you to discuss any ideas you may have regarding duty station tasks.

Sincerely,

Walter F. Bailey, Director
Department of Wastewater Treatment



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

P.O. Box 54585
Washington, D.C. 20032

Exhibit 6A

January 14, 2002

*Handwritten signature: Paul Bender
Date: 1/14/02*

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave. SW. 3rd Floor
Washington, D.C. 20032

RE: Information Request/Performance Evaluation Grievance

Dear Mr. Cook:

In accordance with Article 59 – General Grievance and Arbitration Procedures, Section D (5) and Article 18-Release of Information, we are requesting the following information in preparation and presentation of a grievance/arbitration. This information is necessary for the proper enforcement of the terms of the Collective Bargaining Agreement through arbitration. In addition, the Union needs this information to determine if the Authority through its manager(s) discriminated against union employees based on race and their union affiliation.

1. A copy of all letters or correspondence about union employees and non-union employees performance evaluations (for the rating period April 1, 2000 through March 30, 2001) written to Mr. Hamilton from Mr. Bender, between the period of June 2001 to the present.
2. A copy of all letters or correspondence about union employees and non-union employees performance evaluations (for the rating period April 1, 2000 through March 30, 2001) written to Paul Bender from Mr. Hamilton, between the period of June 2001 to the present.
3. A copy of all letters and correspondence about union employees and non-union employees performance evaluations (for the rating period April 1, 2000 through March 30, 2001) written to Barbara A. Grier, Human Resource Director, from Mr. Bender, between the period of June 2001 to the present. In addition, provide any written responses issued by Ms. Grier.
4. A copy of all letters and correspondence about union employees and non-union employees performance evaluations (for the rating period April 1, 2000 through March 30, 2001) written to Barbara A. Grier, Human Resource Director, from Mr. Hamilton, between the period of June 2001 to the present. In addition, provide any written responses issued by Ms. Grier.

To Do for All That Which None Can Do for Oneself



Information Request/Performance Evaluation Grievance

January 14, 2002

Page 2

5. Any written material or instruction (verbal or written) issued or distributed to supervisors and managers related to the annual performance evaluation process for union employees including the appeals process (for the rating period April 1, 2000 through March 30, 2001).
6. A copy of all union employees performance evaluations and any written justifications for employees under the management of Paul Bender for the rating period of April 1, 2000 through March 30, 2001, as rated prior to Mr. Bender's review. A copy of any performance ratings that were changed after Mr. Bender's review. Please provide a copy of each performance evaluation, the original rating, and the changed rating.
7. A list of all non-union employees under the management of Mr. Bender, indicating their name, title grade, race, gender and performance rating level prior to Mr. Bender's review and the final performance rating level after review by Mr. Bender.
8. A staffing pattern list of all union and non-union employees under the management of Mr. Bender, showing the employees name, title, grade, race and gender listed by department and indicating union or non-union employee and supervisory and/or management personnel.
9. Provide documentation regarding whether Paul Bender has ever been accused of discriminating on the basis of race.
10. A copy of any other correspondence including e-mail that was exchanged between Authority managers and any correspondence exchanged between Authority managers and its employees related to the performance evaluation period of April 1, 2000 and March 31, 2001
11. A copy of the Authority's Affirmative Action Plan.

In light of the upcoming arbitration, please provide this information by January 31, 2001. The Union is unaware whether the requested information is contained within a system of records under the Privacy Act. However the information, even those that include personal identifiers, will shed light on the Authority's performance of its legal obligations and thus is in the public interest.

If any part of this request is not provided, the Union requests that you give us whatever material is available, which will not effect the union's right to obtain all the information requested herein. If you have any questions, please feel free to contact me at 202-236-0500.

Respectfully submitted,



Barbara J. Milton
President



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

Exhibit 6B

January 31, 2002

VIA REGULAR MAIL and Union Mail Box Delivery

Ms. Barbara J. Milton
President, AFGE 631
P.O. Box 54585
Washington, D.C. 20032

RE: January 14, 2002 Information request

Dear Ms. Milton

On December 20, 2001 in the Authority's response to your grievance filed on December 10, 2001 it made the following observation and request:

"The grievance by its language, infers that only those individuals whose evaluations were allegedly changed are the subject of this grievance. Therefore, the Authority is requesting that the Union provide a list of the employees whose evaluations were allegedly changed."

To date you have chosen not to provide the Authority with the information it has requested. The Authority cannot properly determine the relevance of the material you have requested without having knowledge of the scope of the grievance as filed. The Authority will address your request when the Union provides the Authority with the information it has requested.

The Authority by this response is not refusing to provide you with information, however is asserting it to has a right to information and the Union should be able to provide a list of those persons whose rights they allege were violated under the collective bargaining agreement

Sincerely,

Stephen Cook
Employee/Labor Relations Manager

cc Jerry N. Johnson
Paul L. Bender
Barbara A. Grier



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

P.O. Box 54585
Washington, D.C. 20032

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

February 21, 2002

*Rec'd
D. J. [unclear]
H. B. [unclear]
2/21/02*

Exhibit 7A

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W., 3rd Floor
Washington, D. C. 20032

Response to February 1, 2002 Bargaining Meeting

Dear Mr. Cook:

In response to our November 6, 2001 letter to bargain, thank you for meeting with me and my attorney regarding WASA's personnel policies and other matters that have changed the terms and conditions of employment for employees represented by our Local. I appreciate both you and Lee Clark clarifying the application of the final personnel policies to bargaining unit employees. Having voiced our concern that WASA had made unilateral changes by way of personnel policies, I appreciate your response and representation that WASA did not intend for the final policies to change in any respect the terms of the Collective Bargaining Agreement governing bargaining unit employees. Moreover, I appreciate your explanation that these policies do not apply to bargaining unit employees where the terms of WASA's personnel policies are different from, conflict with, are not addressed in our Collective Bargaining Agreement, or would otherwise add to the terms of the Collective Bargaining Agreement. Your explanation covered but is not limited to the following policies:

Sick Leave	signed 12/14/01
Annual Leave	signed 12/14/01
Alcohol and Control Substance Testing	amended and signed 11/14/01
Drug Free Work Place	amended and signed 10/24/01
Driver Qualification	signed 9/18/01
Termination of Employment	unknown
Return to Duty	signed 6/20/01
Attendance and Punctuality	signed 9/12/01
Other Paid Leave	signed 6/20/01
Unpaid Leave	signed 6/20/01

and any other policies that were developed and/or implemented after the conclusion of our Collective Bargaining Agreement negotiations on or about June 14, 2001.

I hope, nonetheless, that you will seriously consider the issues that I raised concerning certain forms under the personnel policies, particularly the consent form for the release of medical



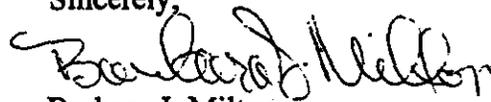
Response to February 1, 2002 Bargaining Meeting
February 21, 2002
Page 2

records and the referral form for drug and alcohol testing. As we explained, WASA's release of medical records form is overly broad and asks for an employee's complete medical record both physical and mental regardless of the medical condition being evaluated for return to duty or evaluation of an employee being medically qualified to continue to perform the essential functions of their position. Although you stated that employees could limit the medical request by writing on the form e.g. "release of my medical records related to my broken leg while under your treatment from date certain." All employees may not know how to do this and your release of medical records forms violates employees' right to medical privacy related to medical conditions that does not affect employment.

Your drug and alcohol referral form for non-CDL drivers has a signature line for only one supervisor to sign to make the referral. Article 17, Section B (4)(a) states, "Behavior believed to exemplify probable cause should be witnessed by two (2) supervisors trained in alcohol and substance abuse recognition, unless after reasonable attempts to contact a second supervisor have failed, then one (1) supervisor may refer the employee for testing." Emphasis added. This language states that one supervisor can refer an employee only if he cannot get a second supervisor. Your form has been developed for only one supervisor to refer an employee and a space for that supervisor to document his attempts to contact a second supervisor. There is no space for the second supervisor to sign and refer the employee, if one is obtained. We believe that attention to our concerns about these forms will prevent distrust, confusion, and grievances in the future.

And of course, please continue to provide me advance copies of any WASA personnel policies so I can make suggestions and/or bargain in accordance with our Collective Bargaining Agreement. I have enclosed an information request per our conversation in our meeting. Please be advised that I am still requesting to continue to bargain over other issues that effect the terms and conditions of employment for employees represented by our Local, per my previous requests.

Sincerely,



Barbara J. Milton
President

Enclosure

cc: Mindy Holmes, Esq.
Coalition of WASA Labor Unions
Jerry Johnson
Barbara Grier



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/PBC
D.C. Water and Sewer Authority and the Office of Property Management

P.O. Box 54585
Washington, D.C. 20032

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

February 21, 2002

EXHIBIT TB

Rec'd
M. J. [unclear]
MAD/ELP
2/21/02

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W., 3rd Floor
Washington, D. C. 20032

Information Request Related to the February 1, 2002 Bargaining Meeting

Dear Mr. Cook:

Enclosed for your immediate attention is an information request addressing various issues related to employees represented by AFGE Local 631. Many of these requests are duplicates of verbal requests for this information made to you on February 1, 2002. At that time, you indicated your inability to respond without these requests in writing; so that there is no confusion, we repeat our request below. Should there be any questions, the obligation to provide the Union with this information is part and parcel of the duty to bargain in good faith under DC labor law as well as the Collective Bargaining Agreement.

Please provide the following information:

1. The current Internal Improvement Plan (IIP) with any and all updates to the plan.
2. A response to the Unions proposal to allow civil service employees to retire and immediately return to WASA to work; related to the IIP and the Authority's proposal to reduce WWT Operators.
3. A description of what operations in WWT have been changed with respect to merging or closing facility operations and description of where employees were moved and the training schedule of employees moved to new sections or facilities.
4. A copy of all of WASA's current policies and regulations with any revisions and amendments and any proposed policies or regulations.
5. A list of employees represented by AFGE Local 631 who have been given warning letters or formal discipline for any violation of WASA's personnel policies that became effective on or about June 20, 2001 to the present. Please provide the date of the offense, when formal or informal discipline was imposed, the name of the offense and/or incident and the policy that was violated.

To Do for All That Which None Can Do for Oneself

6. Instructions given to supervisors and managers related to the application of WASA personnel policies (those implemented since June 2001) to employees represented by the Unions.
7. A list of all work being contracted out by the Department of Engineering and Technical Services. Please provide a list showing the contract and contractor's name, the contract number, contract amount, a brief description of the scope of work, and the duration (start and end date) of each contract.

May I also remind you of your legal and contractual obligation to provide AFGE Local 631 with advance written notice of any changes to wages, hours, and terms and conditions of employment of employees represented by Local 631. This includes, but is not limited to, advance notice and information about the reassignment of employees to different work locations, like those that we discussed at our meeting that are occurring in the Wastewater Treatment Division.

Your prompt response to this request is appreciated. If you have any questions, please feel free to contact me at 202-236-0500.

Sincerely,



Barbara J. Milton
President

cc: Mindy Holmes, Esq.
Coalition of WASA Labor Unions
Jerry Johnson
Barbara Grier



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

EXHIBIT 8

Via Regular Mail

March 27, 2002

Mr. Barbara Milton
President
American Federation of
Government Employees, Local 631
P.O. Box 54585
Washington, D.C. 20032

Re: Response to February 21, 2002 Letter regarding February 1, 2002 Impact and Effects Negotiation Session on Authority Polices

Dear Ms. Milton:

I appreciate your comments on the February 1, 2002 Impacts and effects bargaining session with you and Mindy Holmes, Esq. Please excuse the delay in my response, however, in review of the above referenced letter there are several inaccuracies contained therein, that I am compelled to address.

During this bargaining session, you requested our statement on the application of the Authority policies as contained in the District of Columbia Water and Sewer Authority's (Authority) Policies and Procedures manual. Lee W. Clark, Esq. the Authority's Labor Relations Specialist, responded saying to the extent a policy conflicts with a provision in the collective bargaining agreement, the collective bargaining agreement prevails.¹ You asked this question several times and in several different ways, and the Authority's response was consistent with the above. Your articulation of our explanation concerning the application of Authority policy is inaccurate. Specifically, at no time during this discussion did the Authority accept the Union's proposition that contractual silence equals conflict. In fact, your counsel asserted that position. So for the purposes of clarification, the Authority does not subscribe to the belief that contractual silence equals conflict.

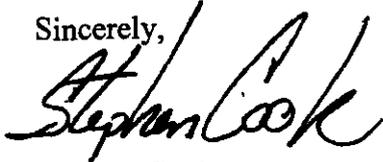
Furthermore, the bargaining session addressed the following policies: Return to Duty from Medical Absence, Sick Leave, Annual Leave and Termination of Employment. The list of polices in the above referenced letter includes policies that were not discussed during this negotiation session. At no time during this negotiation session did we discuss the application of this contractual provision in the context of its application to policies that were created "after the conclusions of our Collective Bargaining Agreement negotiations on or about June 14, 2001."

¹ See, Part II Working Conditions Article 2 Relationship of this agreement to Authority Policies and Practices.

Page 2
Milton
March 26, 2002

With respect to the Consent form for the Release of Medical Records and the Referral form for Drug and Alcohol testing. The Authority has no intention of changing these forms.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Cook". The signature is written in a cursive style with a large, prominent "S" and "C".

Stephen Cook
Employee/ Labor Relations Manager

Cc: Jerry Johnson
Barbara Grier
Lee W. Clark, Esq.



American Federation of Government Employees

Affiliated with the AFL-CIO

Local 631, D.C. Department of Public Works/D.C. General Hospital/FBC
D.C. Water and Sewer Authority and the Office of Property Management

P.O. Box 54585
Washington, D.C. 20032

President
Barbara J. Milton

Secretary/Treasurer
Cora Boykin

Exhibit 9

Rec'd
D. M. ...
HRD/ELR
2/21/02

February 21, 2002

Stephen Cook, Labor Relations Manager
D.C. Water and Sewer Authority
5000 Overlook Ave., S.W. 3rd Floor
Washington, D. C. 20032

Request to Bargain over Reduction In Force Regulations

Dear Mr. Cook:

Please be advised that AFGE Local 631 hereby request to bargaining, to the extent permissible by law, over the new Reduction In Force regulations that was promulgated in the D.C. Register on or about January 18, 2002. We respectfully request that these regulations not be implemented until we have completed our bargaining over this matter. We are available to meet during the week of February 25, 2002.

If you have any questions, feel free to contact me at 202-236-0500.

Sincerely,

Barbara J. Milton
President

cc: Coalition of WASA Labor Unions
Barbara A. Grier



DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

5000 OVERLOOK AVENUE, S.W., WASHINGTON, D.C. 20032

March 1, 2002

Exhibit 10

Barbara J. Milton
President, AFGE Local 631
P.O. Box 54585
Washington, D.C. 20032

Re: AFGE Local 631 Request to Bargain over Reduction in Force Regulations

Dear Ms. Milton:

This letter is in response to your February 21, 2002 letter on behalf of the American Federation of Government Employees, Local 631 ("Local 631") requesting that the District of Columbia Water and Sewer Authority ("WASA") bargain, to the extent permissible by law, over WASA's new Reduction in Force ("RIF") Regulations which were promulgated in the D.C. Register on January 18, 2002. Additionally, Local 631 requests that the new RIF Regulations not be implemented until WASA and Local 631 have bargained over the Regulations.

Under the District of Columbia Comprehensive Merit Personnel Act ("CMPA"), WASA's RIF Regulations promulgated in the D.C. Register are non-negotiable. Consequently, WASA takes the position that its Regulations are non-negotiable and are not the proper subject of bargaining between WASA and AFGE Local 631. As you recall, the proposed Reduction in Force Regulations were published in the September 14, 2001 (48 DCR 8602), October 26, 2001 (48 DCR 9858), and December 7, 2001 (48 DCR 11136) editions of the District of Columbia Register for comments. Local 631 submitted comments regarding the proposed regulations and they were taken into consideration during the process of finalizing the RIF Regulations. For these reasons, WASA declines to accept Local 631's request to bargain over the new RIF Regulations.

WASA, however, does recognize that it may have an obligation in the future to engage in bargaining with Local 631 over the impact of any proposed RIF's by WASA that involve AFGE Local 631 employees. To date, WASA has not initiated any action pursuant to the new RIF Regulations. As a result, it would be premature for WASA and Local 631 to schedule any bargaining sessions.

If you have any questions, please give me a call.

Sincerely,

Stephen Cook
Labor Relation Manager

cc: Barbara A. Grier