

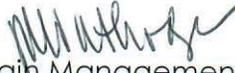


# METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

1 Aviation Circle \* Washington, DC 20001-6000

## MEMORANDUM OF LIVING WAGE DETERMINATION 2019

To: Procurement & Contracts Department Staff

From: Vice President   
Office of Supply Chain Management

Subject: Metropolitan Washington Airports Authority  
Annual Living Wage Determination

Date: July 1, 2019

The Metropolitan Washington Airports Authority (Airports Authority) has adopted a Living Wage Program (Program), as well as Administrative Procedures for the Metropolitan Washington Airports Authority's Living Wage Program, effective April 19, 2017, which provide guidance with respect to administration, interpretations, compliance monitoring and enforcement of the Program. In accordance with those Administrative Procedures, the Vice President, Office of Supply Chain Management, shall be responsible for making the annual determination of the living wage rate. The Board of Directors of the Airports Authority has approved the methodology for calculating the living wage rate, which is averaging the current living wages specified by the City of Alexandria, Virginia and Montgomery County, Maryland. Other local jurisdictions which have adopted a living wage may be considered and used in calculating the average if deemed appropriate by the Airports Authority.

Effective July 1, 2019, the City of Alexandria's current living wage rate is \$15.00 per hour (fifteen dollars). Effective July 1, 2019, Montgomery County, Maryland's living wage rate is \$15.05 per hour (fifteen dollars and five cents). The Airports Authority did not use living wages from other local jurisdictions in calculating the living wage.

The average of these two rates, and therefore, the Airports Authority's living wage rate effective July 1, 2019, is \$15.03 per hour (fifteen dollars and three cents). This rate shall apply to all Personnel-Based Service Contracts, as the term is defined in the Administrative Procedures.

This determination shall be kept on file in the Procurement & Contracts Department and shall also be posted on the Airports Authority website.

## 01 MINIMUM WAGE TO BE PAID BY CONTRACTOR TO EMPLOYEES FOR THIS CONTRACT

- A. As required by Resolutions 02-32 and 17-8, adopted by the Authority's Board of Directors, all Contractor employees working under this Contract shall be paid an hourly wage no less than **\$15.03 (fifteen dollars and three cents)** throughout the term of this Contract. For purposes of this clause, the term "Contractor" refers to the Contractor, as well as its subcontractors that perform work under this Contract. The Contractor shall include this clause in its entirety in all subcontracts entered into pursuant to this Contract.
- B. No portion of the minimum wage required to be paid to employees performing work under this Contract shall be paid in the form of health benefits. The Contractor may provide health benefits to employees, but such benefits shall be provided in addition to the minimum wage.
- C. If a Contractor's employee believes that he or she has not been paid in accordance with this clause, the employee may file a complaint with the Contracting Officer no later than six (6) months following the date of the Contractor's alleged violation.
- D. If the Contracting Officer determines that the Contractor has not paid its employees in accordance with this clause, the Contractor shall be liable to the employees for the amount of the unpaid wages, plus interest at the rate applicable to judgments in Arlington County, Virginia, if the work was performed at Ronald Reagan Washington National Airport, at the rate applicable to judgments in Fairfax County if the work was performed along the Dulles Toll Road, or at the rate applicable to judgments in Loudoun County, Virginia, for work performed at Washington Dulles International Airport.
- E. The Contractor shall not discharge, reduce the compensation of, or otherwise retaliate against any employee who files a complaint or takes any other action to enforce the requirements of this clause.
- F. At all times during the term of this Contract, the Contractor shall comply with the following requirements:
1. In a prominent place at its offices and at each location where its employees perform work under this Contract, post a notice in English and Spanish that states this Contract's minimum wage rate, the employee's right to file a complaint with the Contracting Officer, and the Contracting Officer's name and address.
  2. Provide, within five (5) days of an employee's request, a written statement of the required wage rate.
  3. **Submit to the Contracting Officer, within five (5) working days of the end of each quarter, payroll reports in a form approved by the Contracting Officer, to include electronic and hard copies of at least two (2) payroll reports and two (2) copies of a payroll check for each employee working during that quarter. The Contracting Officer may specify the payroll report dates and payroll check dates to be produced; otherwise the Contractor may select the dates within the quarter. In addition, if the Contracting Officer has received an employee wage complaint, the Contractor shall produce wage documents requested by the Contracting Officer within five (5) business days of receiving the Contracting Officer's request for the documents.**
  4. Violation of this clause may lead to the termination of this Contract and/or a determination that the Contractor is not responsible, if the Contractor attempts to obtain future Authority contracts.