

Ross Valley Sanitary District (RVSD) and AFSCME Local 829 Side Letter Agreement

Effective October 10, 2025

This Side Letter is entered into by and between Ross Valley Sanitary District (RVSD) and AFSCME Local 829 (AFSCME) to implement a trial period for an alternative work schedule as authorized by the parties' Memorandum of Understanding (MOU). As specified below, the trial period will be in effect from October 10, 2025, until October 9, 2026.

Implementation of 9/80 Work Schedule

Effective October 10, 2025 the District and Union agree to implement a 9/80 work schedule for the classifications of Collection System Worker I/II, Senior Collection System Worker, and Operations Supervisor. The Inspector classifications are not included in the implementation of the 9/80 work schedule. Under the 9/80 schedule, effected employee classifications will work eight 9-hour days and one 8-hour day over a two-week period, totaling 80 hours. The regular work shift will begin at 6:00 am and end at 3:30 pm. The workweek will be redefined to begin at the midpoint of the 8-hour day to govern the calculation of overtime under the Fair Labor Standards Act (FLSA). The pay periods and pay dates will remain the same.

Updates to MOU Provisions

The following sections of the MOU are hereby updated to reflect the implementation of the 9/80 work schedule.

Section IV.A - Work Schedule

The normal work schedule for full-time employees on a 5/40 schedule is eight (8) hours per day, and forty (40) hours per week over five (5) days.

The normal work schedule for full-time employees on a 9/80 schedule is nine (9) hours per day Monday through Thursday, with Fridays alternating between eight (8) hours of work or being off ("Regular Day Off") for a total of eighty (80) hours per pay period. The Regular Day Off will always be the first Friday in the pay period with no ability to swap for the alternate Friday.

Section IV.B – Workday

For employee classifications on a 5/40 schedule, a normal workday will consist of eight (8) consecutive hours of work within an eight and one-half (8-1/2) hour period, interrupted by an unpaid lunch break of one-half (1/2) hour.

For employees on a 9/80 schedule, a normal workday will consist of nine (9) consecutive hours of work within a nine and one-half (9-1/2) hour period, interrupted by an unpaid lunch break of one-half (1/2) hour. The 8-hour workday ("work Friday") will consist of eight (8) consecutive hours of work within an eight and one-half (8-1/2) hour period, interrupted by an unpaid lunch break of one-half (1/2) hour.

Section IV.D - Workweek

For employees on a 5/40 schedule, the workweek for purposes of measuring overtime begins on Monday at 12:01 AM and ends one hundred and sixty-eight (168) hours later on Sunday at 12:00 midnight.

For employees on a 9/80 schedule, the workweek for purposes of determining overtime under the MOU begins at the midpoint of the 8-hour day on the working Friday of the pay period and ends one hundred and sixty-eight hours later to ensure that no more than forty (40) hours are worked in any defined workweek.

Section IV.F – Rest Periods

Employees will be provided a fifteen (15) minute rest period during each half of their workday, as defined by Section IV.B. Break periods cannot be added on to the lunch break, taken at the beginning or end of the work shift, or saved for use at another time.

Section V.D.1 – Overtime

1. For employees on a 5/40 schedule, overtime is time worked beyond eight (8) hours per day or forty (40) hours per week, or the employee's regularly scheduled hours, except as otherwise provided by the express terms of this MOU.

For employees on a 9/80 schedule, overtime is time worked beyond nine (9) hours per day or forty (40) hours per workweek, or eight (8) hours per day on the working Friday or the employee's regularly scheduled hours, except as otherwise provided by the express terms of this MOU.

- a. Example: Training opportunities

Section V.G.3 – Standby Duty and Pay

3. All employees on standby duty will receive two (2) hours of pay at their overtime rate of pay for each weekday on standby, and three (3) hours at their overtime rate of pay for each weekend day, Regular Day Off, and non-weekend observed holiday on standby (reference section VIII - District Observed Holidays). Standby hours will not be banked as compensatory time.

Section V.I. – Fatigue Time

1. Employees will receive up to eight (8) hours of full pay for fatigue time if they have worked overtime and the overtime has been completed with less than eight (8) hours between the completion of the overtime and the start of the employee's next regularly scheduled shift. Fatigue time can be taken at the beginning or end of the shift.

Section VIII.A – Holidays

Employees will be entitled to the following holidays with pay based on an employee's regularly scheduled hours for that day:

- First day of January, known as New Year's Day
- Third Monday in January, known as Dr. M. L. King Jr. Day
- Third Monday in February, known as Presidents' Day
- Last Monday in May, known as Memorial Day
- Nineteenth (19th) day of June, known as Juneteenth
- Fourth (4th) of July, known as Independence Day
- First Monday in September, known as Labor Day
- Eleventh (11th) day of November, known as Veterans' Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- December twenty-fourth (24th), known as Christmas Eve
- December twenty-fifth (25th), known as Christmas Day

Also, at the District's discretion, every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving or holiday.

Section VIII – Add Section D.

D. Holiday on Regular Day Off for Alternative Schedules

Employees on a 9/80 work schedule receive eight (8) hours of floating holiday accrual for a statutory holiday that falls on the Regular Day Off.

No later than September 1, 2026, the District and AFSCME will meet and confer regarding extension of this Side Letter.

These amendments are effective as of the date above, when signed by all parties.

AFSCME

By: 
Ryan Shannon, AFSCME Business Agent

By: 
Kait Roelofs, AFSCME Business Agent

By: 
Matthew Jazuk, Chapter President

By: 
Austin Sanfilippo, Chapter Vice President

By: 
Rafael Zarco, Member-at-Large

RVSD

By: 
Douglas T. Kelly, President of the Board

By: 
Pamela Meigs, Secretary of the Board

By: 
Steve Moore, General Manager