

TEHAMA COUNTY
and
THOMAS MOSS
EMPLOYMENT AGREEMENT
for the position of

Agriculture Commissioner / Sealer of Weights & Measures

THIS AGREEMENT, is made and entered into on July 2, 2024 and effective commencing July 3, 2024 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and THOMAS MOSS, hereinafter called "MOSS" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of MOSS as Agriculture Commissioner / Sealer of Weights & Measures from the effective date hereof until July 2, 2028; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for MOSS; and

WHEREAS, MOSS desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to MOSS as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of MOSS provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

COUNTY hereby agrees to employ MOSS as the Agriculture Commissioner / Sealer of Weights & Measures to perform the functions and duties as specified in the Agriculture Commissioner / Sealer of Weights & Measures classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Agriculture Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. MOSS shall report for work at his regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

- A. MOSS agrees to remain in the exclusive employ of COUNTY until July 2, 2028 and further agrees to accept no other employment that may conflict with MOSS’s performance of duties until this termination date, unless said termination date is affected as hereinafter provided.
- B. MOSS may be removed at any time in accordance with Article 3 (commencing with Section 2181) of Chapter 2 of Division 2 of the Food and Agriculture Code and Article 2 (commencing with Section 12200) of Chapter 2 of Division 5 of the Business and Professions Code, in which case this agreement shall terminate, subject only to the provisions set forth in Section 14 of this agreement.

Section 3: Salary

For purposes of this agreement, MOSS shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by MOSS under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay MOSS hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

July 3, 2024 through July 2, 2025	\$132,042 Annually
July 3, 2025 through July 2, 2026	\$138,644 Annually
July 3, 2026 through July 2, 2027	\$145,576 Annually
July 3, 2027 through July 2, 2028	\$152,855 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called “TCMEA”, MOSS’s employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the “MOU”).

Notwithstanding any other provisions of this contract, the COUNTY’s Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to MOSS during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of MOSS, except with the concurrence of MOSS and then only to the degree of such a reduction across-the-board for all employees of the Department in which MOSS is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As MOSS's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide MOSS a cellular telephone allowance of \$60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for MOSS and shall not be prorated.

Section 5: Automobile

Should it be required that MOSS use his personal vehicle in the performance of his official County duties, it is agreed that MOSS will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for MOSS.

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, MOSS shall accrue and have credited to his personal account, Personal Time Off (PTO) leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time MOSS has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

MOSS shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at MOSS's request, compensate MOSS for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of TCMEA.

Section 7: Management Leave

MOSS shall have five (5) paid management leave days (40 hours) added to his Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or MOSS will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to MOSS hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

MOSS shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA if MOSS is in a non-pay status on both workdays immediately adjacent to the holiday, MOSS shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for MOSS and his dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. MOSS may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work related issues for MOSS and/or members of his immediate family.

COUNTY will allow MOSS to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that MOSS is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

MOSS shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for MOSS shall be seven percent (7%) of the compensation paid to MOSS hereunder. COUNTY will not pay any part of the required member contribution on behalf of MOSS.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Section 11: Deferred Compensation

MOSS may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to MOSS hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of MOSS in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of MOSS and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Agriculture Commissioner / Sealer of Weights & Measures functions and such other related national, regional, state and local governmental groups and committees thereof which MOSS serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of MOSS, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If MOSS is assigned to temporary work at such distance from his regular headquarters that it is impractical to return thereto each day, or to his regular place of abode, MOSS will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of MOSS to resign from his position with COUNTY. If MOSS voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then MOSS shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Agriculture Commissioner / Sealer of Weights & Measures serves at the will of the COUNTY pursuant to state law. If MOSS is terminated by the COUNTY before expiration of the aforesaid term of employment, and if MOSS is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay MOSS a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

MOSS shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and MOSS shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should MOSS be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, MOSS may elect to utilize State Disability Insurance, MTO and/or PTO to supplement his temporary disability indemnity payments, up to a maximum of full salary. During the time MOSS is receiving temporary disability indemnity payments, which are supplemented by State Disability

Insurance and accrued leave, MOSS shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, MOSS's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If MOSS is absent by reason of industrial disability, MOSS may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of his physician. The duration of any such period of temporary work shall be determined by COUNTY. MOSS shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require MOSS when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Agriculture Commissioner / Sealer of Weights & Measures position without hazard to self or to his fellow workers, or to his own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should MOSS return to work from a work place industrial injury or illness, MOSS shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until MOSS has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if MOSS is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to MOSS's incapacity, or for any other reason, MOSS shall not receive any salary, stipend or other compensation hereunder once MOSS's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and MOSS shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes MOSS is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should MOSS fail to return to work within three workdays of the expiration of approved leave, MOSS shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will

allow MOSS an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that MOSS had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if MOSS is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if MOSS is on a leave of absence beyond any accrued leaves, he may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. MOSS may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date MOSS returns to work from the leave of absence in which MOSS completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of MOSS at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with MOSS. Further, the COUNTY Chief Administrator shall provide MOSS with a summary written statement of the findings and provide an adequate opportunity for MOSS to discuss his evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and MOSS shall define such goals and performance objectives that they determine necessary for the proper operation of the Agriculture Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and MOSS mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that MOSS is acting in his official capacity as the Agriculture Commissioner / Sealer of Weights & Measures, MOSS shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify MOSS against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of MOSS's duties as Agriculture Commissioner / Sealer of Weights & Measures.

Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of MOSS under any law or ordinance.

Section 21: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:


- A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
- B. MOSS: THOMAS MOSS at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of MOSS.
- C. This agreement shall become effective commencing July 3, 2024.
- D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and MOSS has signed and executed this agreement, both in duplicate, the day and year first above written.



JOHN LEACH
Chairman, Board of Supervisors



THOMAS MOSS
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel / Board of Supervisors

Vendor Name: Tom Moss

Contract Description: For the purpose of employment contract for the position of
Agriculture Commissioner/Sealer of Weights and Measures

APPROVED AS TO FORM:

Date: 06/26/2024

A handwritten signature in blue ink, consisting of a large, stylized letter 'M' enclosed within a circle, with a horizontal line extending from the bottom right of the circle.

Office of the Tehama County Counsel
Margaret E. Long, County Counsel



Tehama County

Minutes Certification

727 Oak Street, Red

Bluff, CA 96080

(530) 527-4655

<http://www.co.tehama.ca.us>

File Number: 24-1007

Enactment Number: MISC. AGR 2024-222

9. **PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick 24-1007**

a) **AGREEMENT** - Approval and authorization for the Chair to sign an Employment Agreement with Thomas Moss, Agriculture Commissioner / Sealer of Weights & Measures, effective 7/3/24 through 7/2/28.

Chief Administrator Gabriel Hydrick reviewed highlights of the agreement.

In response to Supervisor Carlson, Assistant Agricultural Commissioner Tom Moss said this is a state obligation created by the MOU of California Department of Food and Agriculture to be a 4-year agreement for this position.

Mr. Moss thanked the Board for the position of Agricultural Commissioner and is looking forward to serving the community that he loves.

RESULT: APPROVED

MOVER: William Moule

SECONDER: Matt Hansen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
Enactment No: MISC. AGR 2024-222

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/2/2024.

Attest: 
Deputy

July 24, 2024

Date Certified