

**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN  
THE COUNTY OF TEHAMA AND THOMAS MOSS  
FOR THE POSITION OF AGRICULTURE COMMISSIONER / SEALER OF WEIGHTS &  
MEASURES**

The Employment Agreement made and entered into on July 2, 2024, by and between the County of Tehama, referred to as "COUNTY," and THOMAS MOSS, referred to as "MOSS," identified as Misc. Agreement No. 2024-222, shall be amended as set forth herein.

**I. Section 6: Personal Time Off (PTO) shall be amended to read as follows**

MOSS at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to MOSS for use for a non-work-related absence due to:

- a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment
- b. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
- c. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; 6) A sibling; and 7) A designated person.

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.

**II. Section 10: Retirement shall be amended to read as follows**

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.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars (\$2,000.00) or in increments of not less than two thousand dollars (\$2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars (\$2,000.00).

It is further mutually agreed that all other terms and conditions of Misc. Agreement No. 2024-222 dated the 2nd day of July 2024 shall remain in full force and effect.

**IN WITNESS WHEREOF**, County and MOSS have executed this agreement on the day and year set forth below.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Chairman, Board of Supervisors**

ATTESTED: \_\_\_\_\_  
Clerk of the Board of Supervisors,  
County of Tehama, State of California

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

\_\_\_\_\_  
**THOMAS MOSS**

Approved as to form by  
Tehama County Counsel

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