

TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

and

Paul Freund

EMPLOYMENT AGREEMENT

For the position of

Tehama County Solid Waste Management Agency Manager

THIS AGREEMENT, is made and entered into this 7th day of April, 2025 (the “effective date”) by and between the Tehama County Solid Waste Management Agency Board of Directors, hereinafter called “AGENCY” and Paul Freund, hereinafter called “FREUND”, both of whom understand as follows:

WITNESSETH

WHEREAS, AGENCY desires to employ the services of “FREUND” as the Tehama County Solid Waste Management Agency Manager from the effective date hereof until April 6, 2028; and

WHEREAS, it is the desire of the AGENCY to provide certain benefits, to establish certain conditions of employment and to set working conditions for said FREUND; and

WHEREAS, FREUND desires employment in the position described above.

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 FREUND 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 FREUND 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

AGENCY hereby agrees to employ FREUND as the Tehama County Solid Waste Management Agency Manager, to perform the functions and duties as specified in the Tehama County Solid Waste Management Agency Manager classification specification heretofore or hereinafter approved by the Tehama County Solid Waste Management Agency Board of Directors and to perform other legally permissible and proper duties and functions of the Tehama County Solid Waste Management Agency 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. FREUND

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

FREUND agrees to remain in the exclusive employ of AGENCY until and further agrees to accept no other employment that may conflict with FREUND'S performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Termination and Severance Pay

The Tehama County Solid Waste Management Agency Manager serves at the will of the AGENCY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the AGENCY to terminate the services of FREUND at any time. If FREUND is terminated by the AGENCY before expiration of the aforesaid term of employment, and if FREUND is willing and able to perform his duties under this agreement, and if termination is for other than "just cause," then the AGENCY will pay FREUND 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, as set forth in Section 5 below, then no severance payment shall be made.

FREUND shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the Memorandum of Understanding between the County of Tehama and the Tehama County Management Employees' Association (hereinafter the TCMEA) dated July 2, 2023 or any successor agreement (hereinafter the "MOU"). MTO is not considered vested, and FREUND shall receive no compensation for unused MTO.

AGENCY may not terminate FREUND during the 120-day period following a general or special election which places new members on the AGENCY Board of Directors, or following the appointment of a new Board Member, except for "just cause."

Section 4: Resignation

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

Section 5: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), Americans with Disabilities Act of 1990 and any other statute or regulation pertaining to leaves or disability, if FREUND 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, AGENCY shall have the option to terminate this agreement.

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

Should FREUND fail to return to work within three workdays of the expiration of approved leave, FREUND 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 FREUND an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that FREUND 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 FREUND 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 FREUND is on a leave of absence beyond any accrued leaves, FREUND may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. FREUND 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 FREUND returns to work from the leave of absence in which FREUND completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 6: Salary

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

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

April 07, 2025 through April 06, 2026	\$103,212.00
April 07, 2026 through April 06, 2027	\$108,373.00
April 07, 2027 through April 06, 2028	\$113,791.00

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", FREUND'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, AGENCY'S Board of Directors reserves the right, in its sole discretion, to increase the compensation paid by AGENCY to FREUND 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 Directors, 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 FREUND, except with the concurrence of FREUND and then only to the degree of such a reduction across-the-board for all employees of the Department in which FREUND 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 7: Safety Shoes

Where AGENCY requires that safety shoes appropriate to the classification be worn by FREUND, the Agency shall reimburse up to a maximum of three hundred dollars (\$300) every two years, upon presentation of proof of purchase or repair by FREUND.

Section 8: Performance Evaluation

- A. The County of Tehama Chief Administrator and Red Bluff City Manager shall review and evaluate the performance of FREUND at least once during the year. Said review and evaluation shall be conducted in a manner consistent with Tehama County Department Head evaluation policies. Said criteria may be added to or deleted from as the AGENCY may from time to time determine, in consultation with FREUND. Further, the County of Tehama Chief Administrator and Red Bluff City Manager shall provide FREUND with a summary written statement of the findings and provide an adequate opportunity for FREUND to discuss his evaluation with the Chief Administrator and Red Bluff City Manager, and as appropriate, the AGENCY Board of Directors.
- B. At the time of evaluation, the AGENCY and FREUND shall define such goals and performance objectives that they determine necessary for the proper operation of the Tehama County Solid Waste Management Agency 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.
- C. In effecting the provisions of this Section, the AGENCY and FREUND mutually agree to abide by the provisions of applicable law.

Section 9: Cellular Telephone Allowance

As FREUND'S duties require the use of a cellular telephone in the course of agency business, AGENCY agrees to provide FREUND 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 FREUND.

Section 10: Automobile

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

Section 11: Personal Time Off (PTO)

FREUND 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 FREUND 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, FREUND 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 FREUND has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

FREUND 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 Directors may, in its discretion and at FREUND's request, compensate FREUND 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 of Tehama for members of the TCMEA

Section 12: Management Leave

FREUND 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 FREUND will lose that MTO.

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

Section 8: Holidays

FREUND 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 FREUND is in a non-pay status on both workdays immediately adjacent to the holiday, FREUND shall not receive pay for the holiday.

Section 15: Health and Life Insurance

AGENCY agrees to provide comprehensive medical, vision, life and dental insurance for FREUND and his dependents. The method utilized to calculate the portion of the premium, if any, paid by the AGENCY shall be consistent with the method utilized by County of Tehama to calculate the County contribution for employees covered by the MOU, or any successor agreement then in effect.

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 FREUND and/or members of his immediate family.

COUNTY will allow FREUND 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 16: Retirement and Deferred Compensation

A. The parties acknowledge and agree that FREUND is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "new employee" for purposes of the California Public Employees' Pension Reform Act of 2013.

B. FREUND shall participate in the CalPERS 2% at 62 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

C. In accordance with Government Code section 7522.30, FREUND shall make employee contributions to CalPERS in an amount equal to 50 percent (50%) of the normal cost rate for his defined benefit plan, as determined annually by CalPERS. In addition, the parties agree, pursuant to Government Code section 20516, subdivision (f), that in the event the required member

contribution for FREUND hereunder is less than the member contribution for "new employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), FREUND shall pay a portion of the CalPERS employer contribution equal to the difference between FREUND'S required employee contribution hereunder and the member contribution established for "classic" employees represented by the MOU. It is the intent of this Section that FREUND pay the full member contribution required under Government Code section 7522.30, or a combined member contribution and employer contribution cost-share equal to the member contribution established for "new" employees represented by the TCMEA bargaining unit, whichever is greater. The AGENCY will not pay any portion of this contribution on behalf of FREUND.

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).

In addition, FREUND may participate in those Section 457 Deferred Compensation Plans the County of Tehama offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, the County of Tehama 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 the County of Tehama, then the matching deposit provided to FREUND hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 17: Professional and Official Travel

A. AGENCY hereby agrees to pay for travel and subsistence expenses of FREUND, in accordance with adopted Tehama County travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of FREUND and to adequately pursue necessary official functions for AGENCY, including conferences specific to the Tehama County Solid Waste Management Agency functions and such other related national, regional, state and local governmental groups and committees thereof which FREUND serves as a member, subject to the AGENCY budget as approved by the AGENCY Board of Directors.

- B. AGENCY also agrees to pay for travel and subsistence expenses of FREUND, in accordance with adopted Tehama County travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the AGENCY, subject to the AGENCY budget as approved by the AGENCY Board of Directors.
- C. If FREUND 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, FREUND will be allowed personal expenses or per diem as established by the Board of Directors.

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 FREUND is acting in his official capacity as the Tehama County Solid Waste Management Agency Manager, FREUND shall be considered an AGENCY employee for purposes of indemnity and the AGENCY shall defend, save harmless, and indemnify FREUND 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 FREUND'S duties as Tehama County Solid Waste Management Agency Manager.

Section 20: Bonding

AGENCY shall bear the full cost of any fidelity or other bonds required of FREUND 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:

- 1) AGENCY: City Manager, City of Red Bluff, 555 Washington Street, Red Bluff, CA 96080 AND Chief Administrator, County of Tehama, 727 Oak Street, Red Bluff, CA 96080
- 2) FREUND: Paul Freund, at the permanent address on record with the Tehama 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 FREUND.
- C. This agreement shall become effective commencing April 7, 2025.
- 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.
- E. This agreement shall be binding on Tehama County Solid Waste Management Agency as it presently exists or may hereinafter be reconstituted or as to any successor entity.

IN WITNESS WHEREOF, the Tehama County Solid Waste Management Agency Board of Directors has caused this agreement to be signed and executed in its behalf by its Chairperson and FREUND has signed and executed this agreement, both in duplicate, the day and year first above written.

Date: _____

 Kris Deiters, Chair, Tehama County Solid Waste Management Agency Board of Directors

Date: _____

 Paul Freund

Approved as to form:

 Collin Bogener, Agency Counsel