TEHAMA COUNTY
and
JOSEPH TONA
EMPLOYMENT AGREEMENT
for the position of
Air Pollution Control Officer

THIS AGREEMENT, is made and entered into on September 30, 2025 and effective commencing October 1, 2025 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and JOSEPH TONA, hereinafter called "TONA" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of TONA as Air Pollution Control Officer from the effective date hereof until September 30, 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 TONA; and

WHEREAS, TONA 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 TONA 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 TONA 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 TONA as the Air Pollution Control Officer to perform the functions and duties as specified in the Air Pollution Control Officer 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 Air Pollution Control District 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. TONA 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
TONA agrees to remain in the exclusive employ of COUNTY until September 30, 2028 and further agrees to accept no other employment that may conflict with TONA's performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary
For purposes of this agreement, TONA 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 TONA under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay TONA 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:

October 1, 2025 through September 30, 2026	$129,850.00 Annually
October 1, 2026 through September 30, 2027	$133,745.00 Annually
October 1, 2027 through September 30, 2028	$137,758.00 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", TONA'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 TONA 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 TONA, except with the concurrence of TONA and then only to the degree of such a reduction across-the-board for all employees of the Department in which TONA 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 TONA's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide TONA 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 TONA and shall not be prorated.

Section 5: Automobile

Should it be required that TONA use his personal vehicle in the performance of his official County duties, it is agreed that TONA 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 TONA.

Section 6: Personal Time Off (PTO)

TONA 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 TONA 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
a. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours
b. 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, TONA 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 TONA has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

TONA 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 TONA's request, compensate TONA 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

TONA 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 TONA 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 TONA hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays
TONA 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 TONA is in a non-pay status on both workdays immediately adjacent to the holiday, TONA 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 TONA 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. TONA 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 TONA and/or members of his immediate family.

COUNTY will allow TONA 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 TONA is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "New" employee as defined in the California Public Employees' Pension Reform Act of 2013.

TONA 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.

In accordance with Government Code section 7522.30, TONA 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 TONA hereunder is less than the member contribution for "New" employees represented by the MOU (established pursuant to Government Code section 20516.5 or otherwise), TONA shall pay a portion of the CalPERS employer contribution equal to the difference between TONA's required employee contribution hereunder and the member contribution established for "New" employees represented by the MOU. It is the intent of this Section that TONA 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, whichever is greater. The COUNTY will not pay any portion of this contribution on behalf of TONA.

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).

Section 11: Deferred Compensation

TONA 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 TONA 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 TONA in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of TONA and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Air Pollution Control Officer functions and such other related national, regional, state and local governmental groups and committees thereof which TONA 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 TONA, 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 TONA 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, TONA will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Professional Development
COUNTY hereby agrees to budget and to pay for TONA's travel subsistence expenses, subject to policies and procedures of the COUNTY, for professional and official travel, meetings and occasions adequate to continue the professional development of TONA and to adequately pursue necessary official and other functions for the COUNTY, including but not limited to the California Air Pollution Control Officers Association, the National Association of Clean Air Agencies, and the Association of Air Pollution Control Agencies.

Section 14: Resignation
Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of TONA to resign from his position with COUNTY. If TONA voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then TONA shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 15: Termination and Severance Pay
The Air Pollution Control Officer serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of TONA at any time. If TONA is terminated by the COUNTY before expiration of the aforesaid term of employment, and if TONA 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 TONA 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.

TONA 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 TONA shall receive no compensation for unused MTO.

TONA shall not be terminated or removed during the first one hundred eighty (180) days following any change in the membership of the Board of Supervisors without unanimous vote of the Board of Supervisors.

Section 16: Industrial Injury or Illness
Should TONA 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,

TONA 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 TONA is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, TONA 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, TONA'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 TONA is absent by reason of industrial disability, TONA 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. TONA shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require TONA 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 Air Pollution Control Officer 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 TONA return to work from a work place industrial injury or illness, TONA 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 TONA has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 17: 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 TONA 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 TONA's incapacity, or for any other reason, TONA shall not receive any salary, stipend or other compensation hereunder once TONA'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 TONA shall not accrue PTO benefits while on unpaid leave.

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

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

Section 18: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of TONA 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 TONA. Further, the COUNTY Chief Administrator shall provide TONA with a summary written statement of the findings and provide an adequate opportunity for TONA to discuss his evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and TONA shall define such goals and performance objectives that they determine necessary for the proper operation of the Air Pollution Control District 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 TONA mutually agree to abide by the provisions of applicable law.

Section 19: 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 20: Indemnification

To the extent that TONA is acting in his official capacity as the Air Pollution Control Officer, TONA shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify TONA 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 TONA's duties as Air Pollution Control Officer.

Section 21: Bonding
COUNTY shall bear the full cost of any fidelity or other bonds required of TONA under any law or ordinance.

Section 22: 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. TONA: JOSEPH TONA 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 23: 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 TONA.
C. This agreement shall become effective commencing 10/1/2025.
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.

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 TONA has signed and executed this agreement, both in duplicate, the day and year first above written.

Matthew C Hansen

MATT HANSEN
Chairman, Board of Supervisors

JOSEPH TONA
Employee

Approved as to form:

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Joseph Tona

Contract Description: For the purpose of employment contract for position of Air Pollution Control officer

APPROVED AS TO FORM:

Date: 09/22/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel