## AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the International Union of Operating Engineers ("IUOE") which sets forth the terms and conditions of employment of all County employees represented by IUOE for the period between January 14, 2023, and January 9, 2026.

The County and the IUOE agree to amend the 2023-2026 MOA as follows:

Revise Article 6, "PREMIUM PAY AND ADDITIONAL EMPLOYEE BENEFITS", as follows:

## Sec. 606 <u>DEFERRED COMPENSATION</u>

## 3. NON-ELECTIVE CONTRIBUTION

Effective February 9, 2024 (pay period 2024-3) and annually thereafter in the third pay period of subsequent years, the County will make a non-elective contribution equal to two percent (2%) of annualized compensation to the 401k account of each eligible employee covered by this Agreement. To be eligible for the non-elective contribution, an employee must be on the active payroll as of December 31 of the calendar year immediately preceding the payment date, possess a minimum of five (5) years of continuous County service as of December 31, and be scheduled to receive a regular (not final) paycheck for the pay period in which the non-elective contribution is to be made (i.e., third pay period).

For example, an employee covered by this Agreement who is employed as of December 31, 2023, and possesses six (6) years of continuous County service as of that date, and is scheduled to receive a regular pay check in pay period 2024-3, shall be eligible for the non-elective contribution to their 401k plan. An employee no longer covered by this Agreement, for any reason, as of December 31, 2023, will be ineligible for the non-elective contribution. Likewise, an employee who is covered by this Agreement as of December 31, 2023, and has less than five (5) years of continuous County service as of that date will be ineligible for the non-elective contribution.

The amount of the non-elective contribution under this section shall be calculated based on the compensation components as defined in Section 606 (D) of this Agreement for the 26 pay periods consisting of pay periods #2 - #26 (or #27, when applicable) of the preceding calendar year and pay period #1 of the subsequent calendar year. The non-elective contribution is subject to all applicable IRS limitations.

Agreed to this 26 day of December, 2023, by:

FOR THE COUNTY:

FOR IUOE:

Robert Abelo

Labor Relations

Blair Brim

Beloe

**IUOE** Representative

Blair Brim