AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE VENTURA EMPLOYEES' ASSOCIATION

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the Ventura Employees' Association ("VEA") which sets forth the terms and conditions of employment of all County employees represented by VEA for the period between December 22, 2022, and December 12, 2025.

The County and the VEA agree to amend the 2022-2025 MOA as follows:

Revise Article 23, "PREMIUM PAY AND ADDITIONAL EMPLOYEE BENEFITS", as follows:

Sec. 2301 <u>DEFERRED COMPENSATION:</u> Employees in the units covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay/salary. The County will match contributions to the 401(k) plan according to the following schedule:

Employee Contribution	County Match
1.5% - 1.99%	1.5%
2.0% 2.99%	1.75%
3.00% or more	2.00%

A. Effective December 25, 2022, employees in the units covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one percent (1.0%) of hourly rate of pay/salary. The County will match contributions to the 401(k) plan according to the following schedule:

Employee Contribution	County Match
1.00% - 1.99%	1.00%
2.00% - 2.99%	1.50%
3.00% - 3.99%	1.75%
4.00% - 4.99%	2.00%
5.00% - 5.99%	2.50%
6.00% and above	3.00%

B. 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 nonelective 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 nonelective contribution.

The amount of the non-elective contribution under this section shall be calculated based on the compensation components as defined in Section 2301 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 27th day of December, 2023, by:

FOR THE COUNTY:

FOR VEA:

Labor Relations

Zachary Clifford

Vice President, VEA