

**California Central Coast Market Advancement MOU  
Settlement Agreement  
April 26, 2016**

1. Effective Dates: New agreement shall be in effect from June 1, 2016 to May 31, 2019.
2. Appendix A: Scope of Work: Add the following items to the scope of work;
  - a. Other light commercial work with business managers approval
  - b. Wineries
  - c. Gas/service stations

3. Appendix B: Wages – Adopt the following wage increases with the following effective dates (the listed amounts do not include NEBF contribution):

	6/1/16	1/1/17	1/1/18	1/1/19
Construction Electrician classifications	+\$1.00	+\$1.25	+\$1.00	+\$0.75
Construction Wiremen classifications	+\$0.50	+\$0.45	+\$0.45	+\$0.30

4. Appendix B: Health and Welfare – Adopt the following increases to the Health & Welfare fund with the following effective dates:

Effective Date	Amount
January 1, 2017	+ up to 8% max. of health contribution*
January 1, 2018	+ up to 8% max. of health contribution*
January 1, 2019	+ up to 8% max. of health contribution*

\* Health increases will be an amount of up to 8% of the existing health contribution prior to each effective date, based on the needs of the health plan as determined by the IBEW/NECA FMCP. If the needed health increase is less than 8%, the total will be for the actual amount needed.

5. Appendix B: CW1 hours: - The parties agree to amend the experience hours for the Construction Wireman Step 1 classification to 0 – 3,000.
6. Appendix C: Shift work – Renew the existing shift work provision with a revised sunset date of May 31, 2019.
7. Appendix C: Sick Pay – Add the following language regarding exemption from requirements of the California Sick Paid Leave Act. This provision shall sunset on May 31, 2019:

*“The parties to this agreement hereby agree to waive the requirements of any statute, ordinance, rule, law or regulation mandating paid sick leave for employees within its jurisdiction including, but not limited to, Article 1.5 (commencing with Section 245) of the*

*California Labor Code and California Labor Code Section 2810.5. Any employer who is signatory to the Inside Agreements referenced by this Memorandum of Understanding shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee working under this Memorandum of Understanding shall not have any right or cause of action against any signatory employer or Local Union party to this Memorandum of Understanding for violation of said statute, ordinance, rule, law or regulation. This provision shall sunset on May 31, 2019.”*

8. The parties agree to adopt new language concerning “Wage/Hour Disputes” [as referenced in NECA proposal 3(c)] if such language is agreed to by the national parties (IBEW and NECA).

Signed for IBEW

Signed for NECA

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