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INDUSTRY LEADERS DISCUSS THE FUTURE AT NTI

NECA President David Long, IBEW International President Lonnie Stephenson and Electrical Training Alliance Executive Director Todd Stafford held a round table at the 2018 National Training Institute and discussed the future of our industry. These Industry Leaders shared their vision for gaining market share across the country through training and organizing. Our future is in good hands.

OUTSTANDING APPRENTICE WILL CLOUGH AT NTI

Congratulations to our Outstanding Apprentice Will Clough who is representing the Tri-County Electrical JATC at the 2018 NTI at the University of Michigan in Ann Arbor. Will is one of 91 Outstanding

Apprentices throughout the United States and Canada participating in this year's institute. Thank you Will and congratulations!



NECA CONVENTION AP AVAILABLE

Attending the NECA Convention this year? Be sure to go to the ap store and download the NECA Ap. For more information on the convention, visit the NECA CONVENTION WEBSITE: <https://www.necaconvention.org>



TO BENEFIT ... PARTICIPATE!

NECA ECAP TO LAUNCH NEW INVENTORY FINANCE OFFERING

Based off the success of providing \$31 million in project financing for NECA contractors over the last 6 months, NECA's Energy Conservation and Performance (ECAP) program is piloting a new inventory finance offering. The offering is the result of work done by the NECA Business Development Task Force, under the leadership of Vincent Real, NECA District 5 V.P., and President/CEO of Big State Electric. NECA President David Long conceived of adding inventory financing to the ECAP portfolio as a way of helping small to mid-size contractors manage their cash flows and to support NECA's 1025 initiative. NECA ECAP, and it's related website NECAECAP.com is a program for member contractors that want to offer their customers construction project financing and guarantees. Although initially conceived of as a way to offer financing for energy efficiency and renewable energy projects, the platform has grown to include total construction cost financing on one end, and materials and inventory line of credit financing on the other end. The Inventory Finance offering will soon be piloted at three NECA Chapters: North Florida, Southeastern Michigan, and Western

Pennsylvania. As with the rest of the ECAP offerings, the service is free for NECA members. The benefits include improved cash flow management, a higher credit line for greater purchasing power, ease of borrowing, a repayment source to suppliers, 100% advance on inventory purchases, repayment terms that match sale of goods, and a low cost method of finance. There is zero cost to open or maintain the line of credit, regardless of whether or not it is used and there is no pre-payment penalty. The application can easily be completed online in less than 5 minutes or through a downloadable one page form and approvals take 2 to 3 days. Repayment is broken down to 4 or 6 monthly installments with a rate of Prime + 5.0% based on the average daily balance. The line of credit ranges from up to \$250,000 with the simple form and up to \$5 million when additional information is provided. All NECA members throughout the country are welcome to join the pilot. Keep an eye out for further information. If you'd like to get started now, contact Mir Mustafa at MMM@necanet.org or (301) 215-4556.

APPRENTICES SCHOOL SCHEDULE CHANGES

It's that time of year again. Summer is almost over for the apprentices. This next academic year, the JATC is moving to a

four-night schedule for the apprenticeship classes. 1st, 2nd, and 3rd-year will have class on Tuesdays and Thursdays. 4th and 5th-year will have class on Mondays and Wednesdays. Classes are from 6-9pm. For 1st, 2nd, and 3rd-year the first night of class is Tuesday, August 28th. For 4th and 5th-year the first night of class is Monday, August 20th.

NEBF ONLINE BENEFITS PORTAL

In May of 2015, the Trustees of the National Electrical Benefit Fund (NEBF) launched an Online Benefits Portal. Once a participant registers through "Online Benefits," they can easily and securely generate a benefit estimate, change their address and activate alerts to receive text and email notifications when new documents or important communications become available.

We are proud to announce the expansion of new features which will be available July 6, 2018. NEBF Benefit Recipients will be able to **print a pension income verification letter** and NEAP participants will be able to **access their current NEAP account balance** in just minutes.

Our **Online Benefits** portal is accessible to participants through both the NEBF website www.nebf.com and the NEAP website www.neap.org by clicking on "**Online Benefits.**"

Attached are the notifications that will be emailed to those participants who have registered. The NEBF **Online Benefits** portal is a valuable benefit for our participants. We would appreciate it if you could take the opportunity to promote

use of the **Online Benefits** portal to your members in any venue you see fit, including reading this email at your meetings and/or publishing in your newsletter.

We wanted you to be aware of these new benefits should you

receive any questions. If you have any questions, please contact the NEBF/NEAP.

Thank you,

Trustees of the National Electrical Benefit Fund

SOBERING STUDY FROM STATES' SAFETY ASSOCIATION

The Governors Highway Safety Association (GHSA) released a study May 31 that finds that the percentage of fatally-injured drivers with known drug test results* who tested positive for drugs has risen over 50% in the last ten years. According to the press release, Drug-Impaired Driving: Marijuana and Opioids Raise Critical Issues for States presents new research to examine the impact of marijuana and opioids on driving ability and provides recommendations on how best to address these emerging challenges.

The ongoing campaign to raise awareness of the dangers of driving under the influence of alcohol and the concurrent enforcement efforts appear to have achieved some small success – the presence of alcohol in fatally-injured drivers has fallen from 41% in 2006 to 38% in 2016. During that same period, however, the percentage of fatally-injured drivers testing positive for drugs jumped from

28% in 2006 to 44% in 2016. In about half of the tests, the drivers had either two or more drugs or a combination of drugs and alcohol in their systems. Ralph Blackman, President and CEO of Responsibility.org states “that alcohol-impaired driving and drug-impaired driving can no longer be treated as separate issues” and the study suggests that some of the same messages and techniques that have been used to heighten awareness of the dangers of driving under the influence of alcohol could be adapted to deter drug-impaired driving. However, the report also notes that drug impairment presents unique challenges. For example, there is still no nationally-accepted method for testing driver drug impairment; there are an unwieldy number of drugs to test for, and different drugs have different impairment effects in different drivers.

Further, according to GHSA Executive Director Jonathan Adkins, “Too many people operate under the false belief that marijuana or opioids don’t impair their ability to drive, or

even that these drugs make them safer drivers.”

LABOR RELATIONS ISSUES

Whether driving a company vehicle or working in the shop or on the job site, an alcohol- or drug-impaired employee is dangerous to himself and others and a very real liability for a contractor.

While substance abuse testing for current employees represented by unions must be negotiated, most NECA-IBEW agreements have adopted such programs. If your area has a locally negotiated substance abuse testing program, be sure your company is taking full advantage of its provisions, including training on identifying impairment in the field. This will help preserve the safety of your employees and others by preventing accidents that can lead to damage to property, equipment, injuries, and even deaths. In addition, failing to participate in an available drug-testing program could compound the company’s liability in the event of an accident.

If your area does not have an active drug testing program (it should, drug testing has been a Category I provision for many years), consult with your chapter manager about steps you can take independently to reduce drug- and alcohol-impairment on the job and the road.

Drug and alcohol testing is important but is it also important that the program and policies you adopt or develop are in compliance with applicable laws and agreement provisions.

[View GHSA's press release and full report »](#)



ARBITRATION *A Good Idea Gone Bad*

John McGill

Once upon a time, arbitration was a good idea. Even now, in theory anyway, the idea of getting someone knowledgeable about your kind of dispute to sit in judgment of the dispute has a certain appeal. That, and the idea that arbitration, because it is such a concentrated form of dispute resolution and is presented as a

way to get the dispute done in short order with less expense and less stress, all contribute to the rumored advantages of the arbitration process.

Don't believe it! Arbitration is not any of those things and many times is exactly the opposite. It is not faster, it is not cheaper, and it is not any fairer than court; in fact, it is often not fair at all. It is a crap shoot and if you lose, you lose- Period!

First, what is arbitration? It is an alternative dispute resolution process that all parties agree to in order to resolve disputes. Critical to implementing the process, all parties must agree to it. If there is no arbitration clause in your contract, you cannot be forced into arbitration unless you agree to be brought in. Sometimes the law requires arbitration though and, in those circumstances, you can be compelled. For example, if you are working on a State public work project, the Public Contract Code mandates arbitration as the dispute resolution process.

If the contract calls for arbitration as the dispute resolution procedure, it will oftentimes also specify the arbitration rules that will apply; i.e. JAMS, American Arbitration Association. The rules specified are the rules used, and if you sign the contract you agree to those rules. Sometimes those rules are not favorable or appropriate; disputes are never a one size fits all situation. Read the rules or talk to an attorney about them and be sure you are OK with

them. If not, don't sign the contract or else get the arbitration rules provision changed or removed.

The next thing that happens is when a dispute arises you will send or receive a demand for arbitration. If you are the one with the dispute and you want to be paid, but you don't want to go to arbitration (assuming you have to), then file a lawsuit in the Superior Court. The other side will need to file a motion to Stay the court proceeding and they will then need an order compelling arbitration. If the other side does not do anything and instead answers the Complaint, good. Send discovery and begin the process as if you are going to trial. If the other side responds and acts as if they are also going to trial, then a court may conclude they waived the arbitration requirement. (You won't be able to do this if it is a statutory arbitration process like the State Contract Act in the Public Contract Code.)

What's the downside of arbitration if you do get stuck with the process?

First, all parties will need to agree on an arbitrator. This is the person that will hear the evidence, make the rulings, and issue the decision. Typically, the arbitrator is a retired judge or an experienced attorney who you hire. You can have a single arbitrator or a panel of 3 or 5 or more arbitrators. Whoever you

use, check them out, get recommendations, get their rates, and find out how they ruled in other proceedings. If you don't like what you hear, don't use them.

Most arbitrations are heard by a single arbitrator and for good reason- these folks are not cheap. In fact, they can be quite expensive. The cost may be split among the parties, but it is still a good chunk of change if you want an experienced arbitrator. Expect to pay \$8,000 - \$12,000 per day or more for each arbitrator, and that's for the hearing alone. There is also a case management fee and the arbitrator's costs for handling any disputes that come up during the time between filing the demand for arbitration and the actual hearing, and for conferences that will need to be held as the case ramps up for the hearing.

The attorney preparation time for the arbitration, the discovery, the law and motion practice, the pre-hearing briefs, the evidence binders etc, are not any less than are required for a court trial. In fact, often arbitration can be more involved. Attorneys are not any less expensive in the arbitration process either. So unlike in court, you are paying for the attorney and the arbitrator too.

Then you have the hearing and it is not unusual for the hearing to extend beyond what the parties predicted. Why?

Because the arbitrator is going to let almost anything come in. The arbitrator is not bound by the same evidence code restrictions that a judge is bound by in a trial. The arbitrator is going to allow you and your opponent to put on all of the evidence, even if it would be excluded in a trial. Most arbitrators don't let the parties abuse that right, but they will allow the hearing to be extended so everyone can put on their case. All very well and good, except you are paying the arbitrator and your attorney for that additional time.

After the case is presented, the arbitrator may ask for briefing. He may allow final closing arguments. He will then issue a decision. If you win, good. If you lose, not so good. The big downside to arbitration is that except for really, really, *really* limited reasons, the arbitrator's decision is final and cannot be appealed. It is what it is, and there is nothing you can do about it. If the arbitrator makes an error of law or does not make a correct ruling on the evidence, or allows evidence that should not be allowed, it does not matter. You have the decision and you are stuck with it.

So, what's the alternative? The best alternative is not to agree to arbitration. If you want to get a less expensive but still appealable decision, ask for a bench trial if you have a judge that knows about your issue. A jury trial is also an option, but

there too you take a chance. Juries can be really fickle and unpredictable. But in any court setting you have the right to appeal the decision, which is the best reason for not using arbitration. You want the opportunity to correct any wrong decision at the court of appeals level. Plus, the court process is not any more expensive than arbitration; it may even be cheaper (you don't pay for the judge), and it is likely faster or as fast as arbitration.

Bottom line is the bottom line, and that is- arbitration is an expensive gamble that cannot be corrected and it often favors the well-heeled. Don't do it if you don't absolutely have to, it is just not worth it. The myth of arbitration as a fast and inexpensive alternative to court proceedings is just that – a myth. Don't believe it.

Bio: John McGill is an attorney representing contractors and suppliers throughout the Bay Area and Northern California in both private and public work disputes. He is the author of California Contractor's DESKTOP GENERAL COUNSEL 3d ed *What You Need To Know About California Construction Law.* Contacts: 707 337 1932 jmcgill@mcgill-lawfirm.com

BUILDING EVACUATIONS: PRACTICE MAKES PERFECT

As kids, we probably remember taking part in fire drills at school. As that loud, buzzing alarm sounded, we listened to instructions, exited the building in orderly fashion, and gathered at the field. The key to any evacuation is organization. [Click here to read more >>](#)

UPCOMING CLASSES OFFERED THROUGH THE JATC

SIGNIFICANT CHANGES TO THE CODE

A Significant Changes to the Code series, with instructor David Martinez is scheduled for **September 19, 2018 from 5:30 pm to 8:30 pm** and will be held the third Tuesday of the month. Drop on in! You are welcome to attend one class or as many as you like in this series. This is a (3) hour class. ***The series has been renewed for an additional 12 months.***

CPR/FIRST AID

The next CPR/First Aid (with Blood Borne Pathogens) will be offered soon! Call Stacy at the JATC office for details and sign up for upcoming classes.

FOREMAN DEVELOPMENT SERIES

The Foreman Development Series continues with Instructor Stephen Slovacek on the following class nights: July 3rd, August 14th and August 21st. The class will be held from 5:30 pm to 8:30 pm. Call the Training Center to reserve your spot!

CALCTP-AT

The JATC is also taking sign-ups for the California Advanced Lighting Controls Training Program-Acceptance Testing (CALCTP-AT) with Instructor Stephen Slovacek. This class is a total of 24 hours. The class schedule will be attendance. The prerequisite for this class is completion of the 50-hour CALCTP. An application form must be completed prior to starting class. To register for this class there is a \$225 application/record maintenance fee. Go online to goo.gl/qkW7Al to complete an application and pay the application/record maintenance fee. There is a \$125 stipend available upon successful completion provided by the Monterey Bay LMCC.

EVITP - CONDENSED

EVITP 3.0 Class Electric Vehicle Infrastructure Training Program (EVITP) 3.0 with Instructor Stephen Slovacek. This class is a condensed version of the 35-hour course. It is a prerequisite for EVITP that you are a California Certified General Electrician. As a bonus, there is a \$125 stipend available upon successful completion provided

by the Monterey Bay LMCC. Call Stacy for more information.

CONGRATULATIONS TO THOSE COMPLETING UPGRADE CLASSES

Congratulations to the following individuals who have recently completed classes offered through the apprenticeship program! We appreciate your commitment to the industry!

CPR/FIRST AID WITH BLOOD BORNE PATHOGENS

- Abraham Lyle
- Israel Andrade
- Adam Cullers
- L. Earl Davis
- Ronald Lance
- Angel Lopez Magana
- Daniel Martinez
- Anthony Moag
- Aladdin Preston
- Kevin Rategan
- Rene Reyes
- Max Schnittger
- Tom Thomas
- Derek Webster

FOREMAN DEVELOPMENT SERIES

07/03/18

- Abraham Adams
- Tom Thomas
- Andy Hartmann
- Chris Olsen

07/10/18

- Abraham Adams
- Ramon Torres
- John Aguilar
- Andy Gattis
- Adam Cullers
- Chris Olsen
- Mike Speer

07/24/18

- Andy Hartmann
- Adam Cullers
- Tom Thomas

APPRENTICE APPLICATION INFORMATION

The Tri-County Electrical JATC accepts applications on a year-round basis. For more information regarding the process, please click in the following link:

[**JATC INFORMATION**](#)

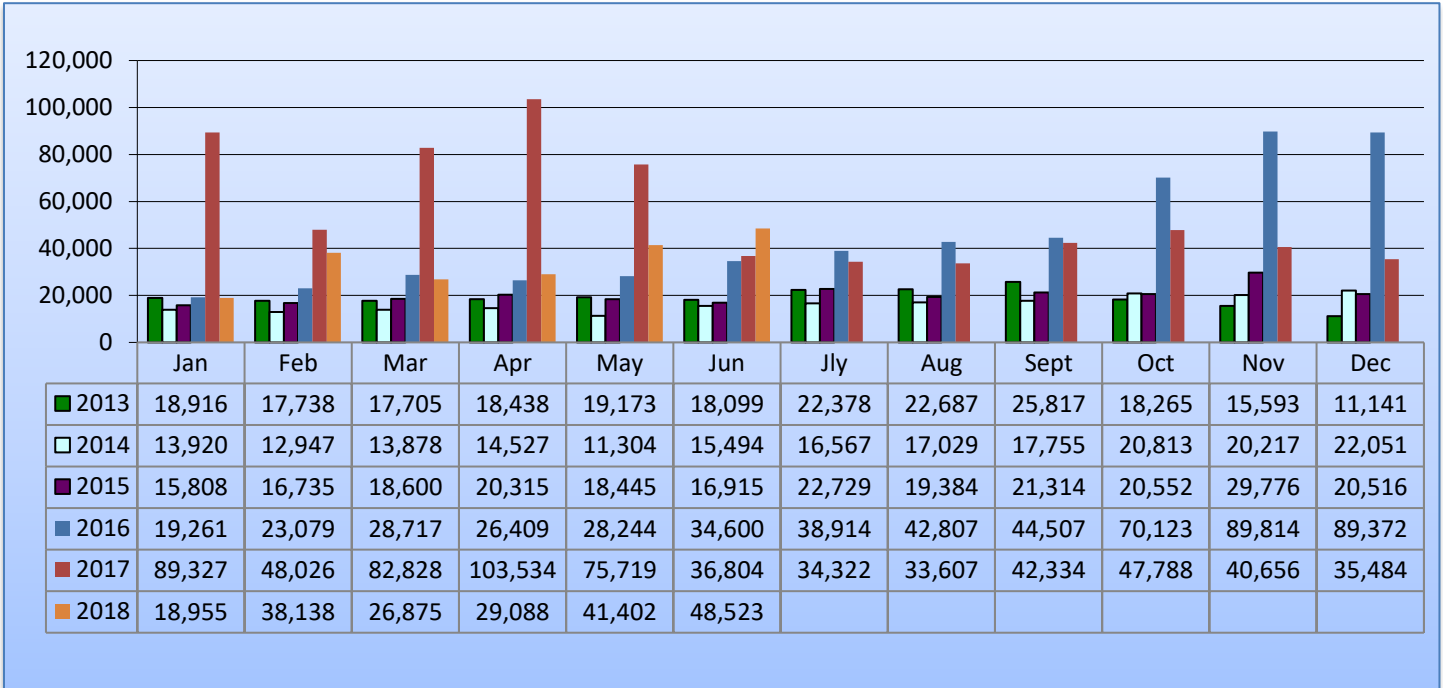
AVAILABILITY LIST UPDATE

On the Inside Out-of-Work List, there are 6 on Book 1, 53 on Book 2, 6 on Book 3 and 20 on Book 4. There is 1 on Book 2 for Sound & Comm. There are 5 on CW Book 1 and 125 on CW Book 2. There are no Inside apprentices available for work at this time. We are starting new first year apprentices, so please contact Stacy if you have a need for another apprentice.

“Success is no accident. It is hard work, perseverance, learning, studying, sacrifice and most of all, love of what you are doing or learning to do”

Pele

INSIDE MONTHLY HOURS REPORT



Upcoming Events



July 28-August 4, 2018
National Training Institute
Ann Arbor, MI

August 31, 2018
Floating Holiday

September 3, 2018
Labor Day Holiday

September 29, 2018
IBEW 234 Family BBQ and Health Fair
Toro Park – Buckeye Area
Salinas, CA

September 29-October 2, 2018
Board of Governors Meeting
&
NECA Convention
Philadelphia, PA

November 30, 2018
NECA Christmas Party
Monterey Aquarium
(By Invitation Only)