

MERIT SHOP

# CONTRACTOR

WISCONSIN

**BEST PRACTICES**  
FOR REMOTE WORK

**GET ORGANIZED**  
CREATING EFFECTIVE  
RECORDS MANAGEMENT

**Q&A**  
EMPLOYMENT PRACTICES  
LIABILITY INSURANCE

**UNEMPLOYMENT  
COMPENSATION**  
BENEFITS EXPLAINED

# HUMAN RESOURCES

**A CLOSER LOOK AT THE CHALLENGES  
OF BEING AN EMPLOYER**

ALSO INSIDE:

**JUST WHEN WE THOUGHT  
IT WAS SAFE TO GO BACK  
INTO THE WATER ...**  
PAGE 5



# The Ideal Experience.



MADISON • 608-241-4092  
MILWAUKEE • 414-463-5438  
OSHKOSH • 920-235-2411  
LA CROSSE • 608-784-4862  
GREEN BAY • 920-235-2411  
TOMAHAWK • 920-235-2411

**IDEAL**  
CRANE RENTAL, INC.

[IDEALCRANERENTAL.COM](http://IDEALCRANERENTAL.COM)

CRANE RENTAL • FORKLIFTS • MANLIFTS • TRUCKING • SALES • SERVICE • RENTALS



# HUMAN RESOURCES

**A CLOSER LOOK AT THE CHALLENGES  
OF BEING AN EMPLOYER**

## TABLE OF CONTENTS

SEPTEMBER/OCTOBER 2021

- 5 President's Message**  
Just when we thought it was safe to go back into the water ...
- 5 Event Reminders**
- 6 Unemployment Compensation**  
Benefits Explained
- 10 Q&A**  
Employment Practices  
Liability Insurance
- 13 Best Practices for Remote Work**
- 16 A Little Goes a Long Way**  
Check Rising Suicide Rates Through Proactive Employer Efforts
- 18 Get Organized**  
Creating Effective Records Management
- 21 Associated Builders and Contractors New Members**



Website: [abcwi.org](http://abcwi.org)  
ABC National: [abc.org](http://abc.org)

-  [www.facebook.com/abcwi](http://www.facebook.com/abcwi)
-  [www.linkedin.com/company/abc-of-wisconsin](http://www.linkedin.com/company/abc-of-wisconsin)
-  [twitter.com/abcwi](http://twitter.com/abcwi)
-  [YouTube.com/TheABCWI](http://YouTube.com/TheABCWI)
-  [ABCWisconsin](http://ABCWisconsin)

Merit Shop Contractor Wisconsin is published six times annually by Associated Builders and Contractors of Wisconsin, Inc. (ISSN# 10642978)  
5330 Wall St., Madison, WI 53718. Periodicals Postage Paid, Madison, WI and other additional mailing offices. (UPS 340-650). Subscription price is \$50 per year.

President and Publisher: John Mielke  
Managing Editor: Kyle Schwarm  
Associate Editor: James Debilzen  
Art Director: Jayne Laste Design Solutions LLC

For membership information, contact Deanna Regel at ABC of Wisconsin (608) 244-5883 or fax (608) 244-2401

Postmaster, send address changes to:  
ABC of Wisconsin, 5330 Wall St.,  
Madison, WI 53718



# Building protection for your business

If you're a commercial contractor, we can  
design construction coverages just for you.

We'll provide:

- Experienced safety services
- Knowledgeable claims staff
- Local underwriting

**We're proud to be ABC-endorsed, and we look forward  
to building a relationship with you. Let's talk.**

**[sentry.com](https://www.sentry.com)**

Property and casualty coverages are underwritten, and safety services are provided, by a member of the Sentry Insurance Group, StevensPoint, WI. For a complete listing of companies, visit [sentry.com](https://www.sentry.com). Policies, coverages, benefits, and discounts are not available in all states. See policy for complete coverage details.

**FROM OUR PRESIDENT**

# Just when we thought it was safe to go back into the water ...



**LAST MONTH, ABC OF WISCONSIN HELD ITS “PARTY ON THE PAVEMENT” OUTDOOR SOCIAL, WITH ROUGHLY 100 MEMBERS STOPPING BY THE OFFICE PARKING LOT IN MADISON FOR GREAT FOOD, BEVERAGES AND COMPANY.**

Our chapter has had many social events since things started opening back up earlier this year, but this one was planned as a special event to safely get members back together as the COVID-19 pandemic waned, while it was safe to go back into the water, so to speak.

Somewhat ironically, Public Health Department Madison & Dane County reinstated an indoor mask mandate effective the following morning, extended now through at least Oct. 8. While the mandate would not have forced cancellation of this outdoor event, it gives us pause about the chance that our future in-person events could be affected.

Fortunately, most of our upcoming events will be held in other areas of the state — especially the larger ones — such as the ABC of Wisconsin Human Resources & Accounting Conference next month, along with the ABC of Wisconsin Apprenticeship Graduation Banquet, which will be held at the end of the HR & Accounting Conference.

Over the last year and a half, many members mentioned they couldn't wait to get back together with fellow members. Our online events can be effective in providing members with professional development and education, but they don't allow for the social interaction and networking our members like.

Therefore, we are hopeful that this invisible enemy will not re-emerge to a point where it will impact our future events being planned. While we take every person's health seriously, there are real mental health issues with isolation, too. Human interaction is important for people, and member interaction is vital for ABC. So, at some point, we all need to make the transition back into a fully functioning society to satisfy our human need to congregate.

Our in-person events can help satisfy that need, but we must be smart about it. First, our events follow and comply with local health department guidance and adhere as much as possible to the requirements in place for each hosting facility, and we adjust accordingly. We also remind attendees to refrain from attending if they are not feeling well or are showing symptoms of any illness, have been in close contact with another person with COVID-19 or have tested positive for COVID-19 within the past two weeks.

No one knows how disruptive COVID-19 will be this winter or when the pandemic will effectively end. For now, we will wade a little further into the water while it remains relatively safe.

— John Meilke

“  
**HUMAN INTERACTION IS IMPORTANT FOR PEOPLE, AND MEMBER INTERACTION IS VITAL FOR ABC.**”



• **HR BOOT CAMP: WAGE & HOUR ISSUES**

Online, Sept. 22

• **VIRTUAL SAFETY BREAKFAST**

Online, Sept. 28

• **HR BOOT CAMP: DISCRIMINATION & HARASSMENT**

Online, Sept. 29

• **COMMUNICATION, NEGOTIATION & TIME MANAGEMENT COURSE**

Madison, Sept. 29

• **10-HOUR OSHA**

Madison, Oct. 4

• **COMMUNICATION, NEGOTIATION & TIME MANAGEMENT COURSE**

Online, Oct. 4

• **HR BOOT CAMP: WRAP UP/Q&A**

Online, Oct. 6

• **FIRST AID/CPR TRAINING**

Pewaukee, Oct. 7

• **10-HOUR OSHA**

Marshfield, Oct. 7

• **NETWORKING SOCIAL**

Marshfield, Oct. 7

• **30-HOUR OSHA**

Fox Valley Area, Oct. 8

• **THE CONSTRUCTION FOREMAN COURSE**

Madison, Oct. 12

• **THE CONSTRUCTION FOREMAN COURSE**

Online, Oct. 14



# UNEMPLOYMENT CO BENEFITS EXI

By Doug Witte – Boardman Clark

**A**s we work our way out of the COVID-19 pandemic, employers have had an interesting year regarding Unemployment Compensation (UC) benefits and how and when employees have been eligible to receive benefits. While some of it can be explained by some temporary laws and regulations, we have seen a lot of unusual Initial Determinations this past year, which has led to even more confusion than usual when it comes to UC.

Employers have been asking how they can cut down on invalid claims and reduce their UC exposure. The first and most important step for employers who want to challenge an employee's eligibility for UC benefits is to respond to all inquiries promptly and completely.

Knowing what to say and the issues involved is helpful.

The Department of Workforce Development (DWD) has an Employer Handbook available, which is a great resource for navigating claims and issues [<https://dwd.wisconsin.gov/ui201>].

In addition, a review of some of the basic concepts and issues would be helpful for employers as they process UC claims:

#### **How Unemployment Compensation is funded**

Private employers pay contributions to the UC fund at the rate established by DWD under Wis. Stat. § 108.18. These contributions are credited to an employer's account, after deducting any solvency contribution that must be paid to the UC balancing fund. Employers pay a UC contribution rate of 2.5 percent for their first three calendar years. This amount will change over time based on the size of an employer's UC payroll and the reserve percentage of the employer's account. The employer's reserve percentage is calculated based on benefits paid, contributions made, and an employer's total UC payroll. When benefits are paid to former employees, the employer's account is charged. Employee benefits that are paid from the DWD balancing account are not charged against the employer's account. For example, if an employee is discharged for substantial fault (see next page), the employee's benefits are paid from the balancing account once an employee earns wages equal to at least 14 times the employee's weekly benefit rate in covered employment.

# COMPENSATION PLAINED

In short, because UC fund contributions are based, in part, on the amount of benefits that the employer's former employees receive, employers should be aware of the amount of benefits former employees receive and strive to ensure that only eligible former employees receive benefits. This will keep the employer's UC contributions lower.

## Common disqualifications for Unemployment Compensation.

### Voluntary Quit.

If an employee quits work, the employee is ineligible to receive benefits until the employee earns wages after the week in which the quit occurs equal to at least six times the employee's weekly benefit rate.\*

- Voluntary quit does not apply if the employee resigned in lieu of being terminated by the employer.
- Voluntary quit does not apply if the employee quit with good cause attributable to the employer. "Good cause" includes, but is not limited to, a request, suggestion, or directive by the employer that the employee violates federal or Wisconsin law, or experiences sexual harassment ... by an employer or employer's agent or a co-worker, of which the employer knew or should have known but failed to take timely and appropriate corrective action.

- Voluntary quit does not apply if the employee had no reasonable alternative because of verified illness or disability.\*

- Voluntary quit does not apply if the employee terminated work because of the verified illness or disability of a member of his or her immediate family and the verified illness or disability reasonably necessitates the care of the family member for a period of time that is longer than the employer is willing to grant leave.\*

- Voluntary quit does not apply if an employee is hired to work a particular shift and if DWD determines that the employee terminated his or her work as the result of a requirement by his or her employer to transfer his or her working hours to a shift occurring at a time that would result in a lack of child care

for his or her minor children, provided that the employee is able to work and available for full-time work during the same shift that the employee worked in the employee's most recent work with that employer.

- Voluntary quit does not apply if the employee accepted work that the employee could have refused to accept as not "suitable work" within the first 30 days of starting the job.\* "Suitable work" means the work does not involve a lower grade of skill than that which applied to the employee on one or more of his or her most recent jobs; and the hourly wage for the work is 75 percent or more of what the employee earned on the highest paying of his or her most recent jobs.

- Voluntary quit does not apply if the employee quits to work a comparable or better job that is closer to the employee's home.\*

- Voluntary quit does not apply if the employee quits due to domestic abuse, concerns about personal safety or harassment, concerns about the safety or harassment of his or her family members who reside with the employee or concerns about the safety or harassment of other household members; and provides to DWD a protective order relating to the domestic abuse or concerns about personal safety or harassment issued

## COMMON DISQUALIFICATIONS FOR UNEMPLOYMENT

### VOLUNTARY QUIT

If an employee quits work, the employee is ineligible to receive benefits until the employee earns wages after the week in which the quit occurs equal to at least six times the employee's weekly benefit rate.

### MISCONDUCT

One or more actions or conduct evincing such willful or wanton disregard of an employer's interests as is found in deliberate violations or disregard of standards of behavior which an employer has a right to expect of his or her employees.

### SUBSTANTIAL FAULT

Substantial fault is defined to include acts or omissions of an employee over which the employee exercised reasonable control, and which violate reasonable requirements of the employer.

by a court of competent jurisdiction, a report by a law enforcement agency documenting the domestic abuse or concerns, or evidence of the domestic abuse or concerns provided by a health care professional or an employee of a domestic violence shelter.\*

- Voluntary quit does not apply to employees that quit to accompany spouses when the spouse serves in the armed forces and has to relocate for that service.\*

*[NOTE: For the exceptions marked with “\*\*”, the benefits are charged to the UC fund’s balancing account, rather than the employer’s account. Employers that elect reimbursement financing are still responsible for these benefit payments].*

Examples:

1. If an employee gives the employer a notice of an intended resignation and sets a date for that resignation, and the employer refuses to permit the employee to continue working up until the time the notice would have been effective, the employee will be eligible for benefits until the time that the resignation would have become effective.

2. If an employee requests a layoff and the employer grants it, the layoff is considered a discharge and not a voluntary quit because it is ultimately the employer’s choice whether to lay off the employee.

**Misconduct.**

Misconduct is defined as:

One or more actions or conduct evincing such willful or wanton disregard of an employer’s interests as is found in deliberate violations or disregard of standards of behavior which an employer has a right to expect of his or her employees, or in carelessness or negligence of such degree or recurrence as to manifest culpability, wrongful intent, or evil design of equal severity to such disregard, or to show an intentional and substantial disregard of an employer’s interests, or of an employee’s duties and obligations to his or her employer.

In 2015, for the first time, the statute provided specific examples of misconduct, including the following:

- Violation of an employer’s reasonable substance abuse policy concerning the use of alcoholic beverages, use of a controlled substance or use of a controlled substance analog

(a substance substantially similar to a controlled substance) if the employee: 1) had knowledge of the alcohol beverage or controlled substance policy; and 2) admitted to the use of alcohol beverages, a controlled substance, or controlled substance analog, refused to take a test, or tested positive for the use of such substances in a test used by the employer in accordance with a DWD-approved testing methodology;

- Theft of an employer’s property, services, money (of any value), and felonious conduct connected with the employment, or intentional or negligent conduct by an employee that causes substantial damage to the employer’s property;
- Conviction of a crime or other offense, while on or off duty, that precludes the employee from performing his or her duties for the employer;
- One or more threats or acts of harassment, assault, or other physical violence instigated by an employee at the employer’s workplace;
- Absenteeism on more than two (2) occasions within the 120 days before the date of termination, unless permitted by the employer’s employment manual of which the employee acknowledged receipt, or excessive tardiness in violation of the employer’s policy, if the employee does not provide notice and one or more valid reasons for the absenteeism or tardiness;
- While employers may be more generous in establishing their standard for discharge for absenteeism for unemployment compensation denial purposes, an employer may not be more restrictive than the “2 in 120” default standard.



***THE FIRST AND MOST IMPORTANT STEP FOR EMPLOYERS WHO WANT TO CHALLENGE AN EMPLOYEE’S ELIGIBILITY FOR UC BENEFITS IS TO RESPOND TO ALL INQUIRIES PROMPTLY AND COMPLETELY.***



■ Although employers are free to adopt a “zero-tolerance” attendance policy and discharge employees for that reason, not every discharge qualifies as misconduct for unemployment insurance purposes. However, absenteeism (including one absence regardless of the employer’s absenteeism policy) may constitute “misconduct” if the facts satisfy the general “misconduct” standard in the law (see above).

- Falsifying the employer’s business records, unless directed to do so by the employer; or,
- For employers certified or licensed by a governmental agency, a willful and deliberate violation of a written and uniformly applied standard or regulation of the federal, state, or tribal government, which standard has been communicated by the employer to the employee and which violation would cause the employer to be sanctioned or to have its license or certification suspended by the agency, unless directed to do so by the employer.

**Substantial Fault.**

Employees can also be disqualified for UC benefit eligibility if they are terminated for “substantial fault” in connection with their work. Substantial fault is defined to include acts or omissions of an employee over which the employee exercised reasonable control, and which violate reasonable requirements of the employer. Substantial fault does not include the following:

- One or more minor infractions of rules unless an infraction is repeated after the employer warns the employee about the infraction;
- One or more inadvertent errors made by the employee; or,
- Any failure by the employee to perform work because of insufficient skill, ability, or equipment.

Subsequent cases have made it clear:

- A single inadvertent act is not substantial fault.
- Multiple inadvertent acts may not be substantial fault. The Wisconsin Supreme Court held that eight cash handling errors in twenty months were “inadvertent errors.” They were accidental oversights and the result of carelessness. The employer’s prior

warnings were not determinative as to inadvertence. The employee went months between errors. Inadvertent errors such as these were excluded from the definition of substantial fault.

Other factors that could deny employees UC benefits use:

- If an employee fails to make four job search actions per week, the employee is not eligible for benefits that week.
- If an employee refuses suitable work, without good cause, UC benefits will be suspended until the employee earns six times his/her weekly benefit rate.
- If an employee is not available for work in a week, without good cause, the employee’s benefits will be reduced (or eliminated) for the week.
- If an employee refuses to take a drug test (or tests positive) as a condition of prospective employment, the employer may submit that information to DWD. If the refusal or failed test results in the employment offer being rescinded, DWD will presume the employee refused suitable work and deny benefits for the week the job was to begin until the employee earns wages in covered employment equal to at least six times the employee’s weekly benefit rate. Employees can remain eligible for benefits if they enroll in and comply with a drug treatment program at DWD’s expense.

**Relief from COVID-19 claims being charged to the employer account**

A special provision passed earlier this year (as part of a COVID-19 Immunity Law) created a presumption that all unemployment claims (unless the employee’s separation from employment was due to a voluntary quit, discharge for misconduct or substantial fault, or a labor dispute) between March 15, 2020, and March 13, 2021, relate to the COVID-19 pandemic and will not be charged to each employer’s account. This provision is retroactive back to March 15, 2020, so even if an employer did not request relief under a similar provision in effect in 2020, DWD will still apply the presumption. However, if the claim has already been charged to an employer’s account, the employer will likely have to take some action to get charging relief. There are no forms to claim this relief, but employers should track the benefits they paid during this period to make sure their UC rate does not go up.

**Conclusion**

While UC eligibility and benefits can be confusing, having a basic understanding of the process and issues can help you control these costs. [abc.wisconsin.gov](http://abc.wisconsin.gov)

*Doug Witte is an attorney with Boardman & Clark and ABC of Wisconsin HR legal question advisor. He can be reached at [dwitte@boardmanclark.com](mailto:dwitte@boardmanclark.com).*

# Q & A

## EMPLOYMENT PRACTICES LIABILITY INSURANCE

By Diana Schmidt – Hausmann-Johnson Insurance & Josh Levy – Husch Blackwell

**Question: We know insurance is for property loss or personal injury. However, in the past we always paid to defend ourselves if an employee brought a discrimination claim. I believed Employment Practice Liability (EPL) Insurance was not worth purchasing. Is EPL right for every company?**

**Answer:** Yes! Employment related claims can impact organizations of every size and in every industry. EPL policies typically provide coverage for employment related matters. Businesses make daily decisions that impact employees such as hiring, promotions, terminations, and compensation. These decisions could lead to a claim for wrongful employment practice if done incorrectly.

Employers are subject to federal, state and local laws regarding employment practices. Employment practices liability insurance protects an employer from employee's allegations of things like discrimination, wrongful termination, emotional distress, or harassment, including sexual harassment. These types of claims are excluded under General Liability and Worker's Compensation insurance. Employment Practices Liability coverage must be purchased separately.

**Q: I usually pass on travel insurance or insurance for my phone. It seems like they do not cover a lot and have high deductibles for the risk. I've heard there are big deductibles for EPL insurance. Is EPL really priced right for the risk it is covering?**

**A:** Defense costs and settlement amounts for EPL claims can have a serious financial impact on a company. Employment related claims may cause financial hardship but can also harm your reputation. Even an organization with good human resources policies and procedures in place can be sued. The cost of defending a claim can be tremendous.

The purpose of most insurance policies is to cover large, unpredictable claims rather than small, repetitive incidents. Clients should select a self-insured retention they can comfortably pay. A few things to consider when selecting a self-insured retention include:

- Selecting a higher retention usually results in a lower premium and can be a tool for managing insurance costs.
- Typically, only one retention must be satisfied when one claim triggers coverage under two or more liability coverages.

- Some policies offer a 10% retention reduction if insured consents to first settlement offer recommended by the company within 30 days.

**Q: Can you provide an EPL claim example?**

**A:** Check out this EPL claim example provided by Travelers Insurance on their EPL Coverage Highlight sheet:

**Allegation: Employee alleged discrimination and retaliation.**

Total claim value = \$317,500

Claim detail: A plaintiff alleged that the insured discriminated against him on the basis of his age and disability. The plaintiff further alleged that he was terminated in retaliation for filing a worker's compensation claim and for complaining about discrimination. The defendant contended that the plaintiff was not able to perform the essential functions of the job and that he was discharged for legitimate, non-discriminatory and non-retaliatory reasons. Travelers spent more than \$175,000 defending the case and paid \$142,000 in settlement costs.

**Q: We really like our current lawyers. They are practical and they know our business and culture. If we get a claim, will we be able to use our current firm with the EPL Insurance?**

**A:** There is a way to utilize your firm for EPL claims, but this needs to be addressed up front before the policy is put in force. There are two options when it comes down to structuring the EPL policy to handle the defense of claims:

- Option one is a Duty to Defend policy. The Duty to Defend policy obligates the carrier to assume control of the claim defense process, including selecting counsel and paying legal bills.
- Option two is a Reimbursement, or Duty to Pay policy. The Reimbursement policy requires only that the insurer reimburse for funds expended by the insured in defending a claim.

Most policies are written on a Duty to Defend coverage basis. The carrier would utilize their own in-house legal counsel or a pre-approved panel of attorneys to handle EPL claims. In this situation, a client would not be able to use their own attorney. If a client is looking to use their own attorney, they should pre-

negotiate it with the carrier if they are on a Duty to Defend basis or purchase a Reimbursement policy which would allow the client their choice of legal counsel without having to get permission. Reimbursement policies typically cost 15-20% more than Duty to Defend policies.

**Q: What if the claim is really frivolous? The only claims against us in the past have been brought by disgruntled employees who were making excuses for bad performance. Does the client still control the decision of whether to settle versus defending through adjudication?**

**A:** The Hammer Clause in an EPL policy gives the client the right to refuse to settle and litigate any EPL claims. However, it's important to understand the financial risk the Hammer Clause puts on clients who refuse to settle. The standard Hammer Clause indicates that if a client refuses to settle the claim as proposed by the carrier, they will be financially responsible for any settlement amount exceeding the insurer's original recommendation. The client would also be responsible for additional defense costs. Let's take a look at how this works.

**Claim Example:**

Insurer suggested settlement: \$75,000.  
 Client disagrees with settlement and opts to litigate the claim.  
 Final judgement: \$150,000  
 Additional defense costs = \$50,000

According to the standard hammer clause, the client would pay out-of-pocket for difference in the \$150,000 judgment and the insurer's original \$75,000 settlement recommendation. The insured must also absorb the \$50,000 in additional defense costs that were incurred. In this situation, the client would pay \$125,000 for not settling this claim.

The Coinsurance Hammer Clause is more favorable to the client than the traditional Hammer Clause. The Coinsurance Hammer Clause allows for sharing of any settlement, judgement or additional defense costs larger than the settlement figure recommended by the insurer to settle a claim. The percentages can vary from 50%/50% to 70%/30% depending on the insurance carrier.

***EVERYONE CAN LOWER RISKS BY REVIEWING AND IMPLEMENTING GOOD POLICIES AND PROCEDURES.***

The above claim scenario with a 50% coinsurance hammer clause would look like this:

Settlement = \$150,000 x 50% = \$75,000  
 Additional Defense Costs = \$50,000 x 50% = \$25,000  
 Total cost to client = \$100,000

**Q: Question: Is this coverage only for discrimination claims?**

**A:** EPL policies typically offer broad coverage features for employment related matters. Discrimination claims are the most common types of EPL claims. However, other common claims include retaliation, wrongful termination, wage and hour violations and sexual harassment.

Construction companies should be aware of exposures they face that are typically not covered, or often excluded on EPL policies, such as:

**Third party liability coverage** – Third party liability comes into play when non-employees allege harassment, discrimination and other wrongful acts against businesses and their employees. These acts typically do not involve bodily injury or property damage, so the General Liability policy is not triggered. The majority of EPL policies do not explicitly cover third-party claims, although most insurers will provide such coverage by endorsement.

Contractors have an increased exposure to third-party liability claims due to the amount of interactions their employees have with clients, sub-contractors, vendors, and others daily. Given the increased risk, it's important for contractors to understand if their EPL policy includes third-party liability coverage or if they are self-insuring this exposure.

**Wage and Hour claim allegations** – This is the failure to pay overtime wages owed to the employee. There have been several high-dollar wage and hour claims filed on a class action basis which significantly increased the amount payable under such lawsuits. This is why most EPL policies exclude Wage and

## *EVEN AN ORGANIZATION WITH GOOD HUMAN RESOURCES POLICIES AND PROCEDURES IN PLACE CAN BE SUED.*

Hour claims. Some carriers are willing to offer a sub-limit for Wage and Hour claims or can add coverage via endorsement.

**Q: Construction companies are seeing high turnover and difficulty recruiting. Does high turnover equate to more claims?**

**A:** Employment Practices Liability insurance covers employment related claims from current, former, or even prospective employees. Some industries, like landscaping and construction, have naturally higher turnover rates which can be attributed to things like seasonal employment. Construction companies are seeing even higher turnover in 2021, which means more employment practices liability exposure to manage.

Contractors are also subject to the heightened EPL risk environment with expanding exposures driven by:

- Cultural shifts regarding sexual harassment and increasing verdicts resulting from the commencement of the #metoo movement.
- Legislation relating to biometric information claims.
- COVID-19.

**Q: What would be the first step if I want to look into EPL? And what should we be doing as a company to mitigate the risk?**

**A:** You can reach out to an ABC associate member insurance group to learn more; and you can take advantage of the ABC resources like the HR & Accounting Conference, the First Call program and training throughout the year to learn about best practices and building a positive employment culture. Like any insurance, it is there for the unexpected. Everyone can lower risks by reviewing and implementing good policies and procedures. [ABC Wisconsin](#)

*Diane Schmidt is a Property & Casualty Consultant & Principal with Hausmann-Johnson Insurance and can be reached at [diana.schmidt@hausmann-johnson.com](mailto:diana.schmidt@hausmann-johnson.com). Josh Levy is a partner with Husch Blackwell and can be reached at [joshua.levy@huschblackwell.com](mailto:joshua.levy@huschblackwell.com).*



# BEST PRACTICES FOR REMOTE WORK

By Mark A. Johnson – Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

**E**mployers and employees learned during the pandemic that remote work can work for many office positions. While employers are either back in the office or moving back, it seems clear many employers will continue to offer certain employees the ability to work remotely full or part-time. While remote work may help attract talent and increase flexibility, it can also create new legal risks. Employers should take into account the following considerations when developing and implementing a remote work policy:

#### Performance management

- How does the company currently assess the performance of employees in various positions? Will that need to change for remote employees?

#### Data protection

- Is the company's data protection policy adequate for remote work?
- Similarly, assess whether the company has sufficient technology in place to facilitate remote work of employees while protecting confidential personnel information, trade secrets, proprietary information, and the like.

#### Equipment and business expenses

- The laws of some states require employers to reimburse their employees for business expenses. Additionally, federal

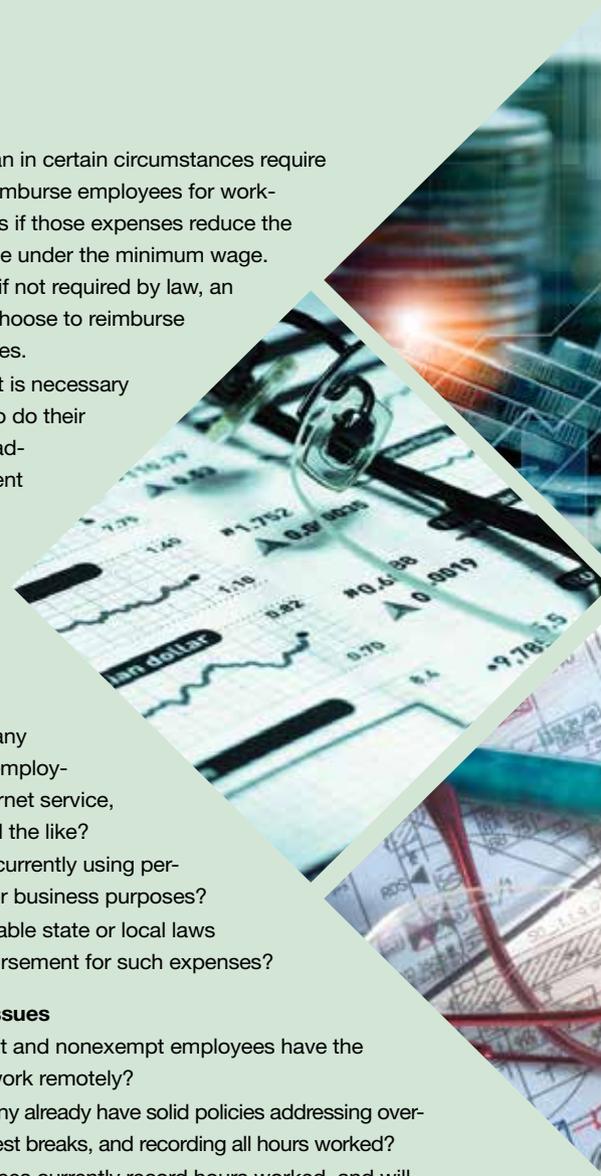
and state law can in certain circumstances require employers to reimburse employees for work-related expenses if those expenses reduce the employee's wage under the minimum wage. Moreover, even if not required by law, an employer may choose to reimburse for such expenses.

- What equipment is necessary for employees to do their jobs, and what additional equipment or business expenditures would be involved in remote work arrangements?
- Does the company plan to require employees to have internet service, cell phones, and the like?
- Are employees currently using personal devices for business purposes?
- Are there applicable state or local laws requiring reimbursement for such expenses?

#### Wage and hour issues

- Will both exempt and nonexempt employees have the opportunity to work remotely?
- Does the company already have solid policies addressing overtime, meal and rest breaks, and recording all hours worked?
- How do employees currently record hours worked, and will that same method work for remote employees?
- Will the company have the ability to audit whether non-exempt employees are working off the clock?

*WHILE REMOTE WORK MAY HELP ATTRACT TALENT AND INCREASE FLEXIBILITY, IT CAN ALSO CREATE NEW LEGAL RISKS.*



- Will employees be working remotely in a state different than the state of their traditional office? If so, will different overtime laws, leave laws, or minimum wage laws apply?

**Safety issues**

- Employers should consider what OSHA and workers' compensation issues may arise from remote work and how it will address them.

**Tax considerations**

- Has the company reviewed applicable state/local laws to determine any tax implications remote work may have on the company?

**Corporate tax and sales and use**

- Will the company be required to file business tax returns in the state in which it has no office but from which an employee works remotely?

**Payroll taxes**

Employers have discovered that remote employees may do their work from anywhere and often work while physically located in another state. For example, an employer in Green Bay may learn that its accountant is working from California, a state with drastically more demanding employment laws.

- Has the company considered payroll tax implications, unemployment contributions that may arise from a remote work arrangement?
- Determine the extent to which the company's existing payroll tax footprint will need to be expanded to accommodate additional jurisdictional reporting, the administrative costs associated with such expansion.
- Does the company need to register for payroll tax withholding accounts?
- Has the company considered how it will allocate income tax withholding between or among jurisdictions if required (i.e. employee work location tracking)?

**Possible tax credits**

- Determine whether tax credits are available for employers with remote work-related expenses or for employers that allow telecommuting.

**Treating employees consistently**

How does the company plan to ensure consistency among similarly-situated individuals with respect to approval, monitoring, and possible termination of the ability to work remotely. In other words, how do you avoid a claim of disparate treatment? Having a centralized decision-maker can help ensure consistency.

**NLRA considerations**

- If the employer has a unionized work force, the opportunity to work remotely is an issue may be a subject of bargaining with the union.

**Provisions to include in remote work policy:**

Companies should consider including the following in a remote work policy:

- Briefly outline the objectives/purpose of the policy.
- Define or describe the types of remote work arrangements for which employees can apply. For example:
  - Remote work one or more days a week on a set date(s) (i.e. every Monday).
  - Remote work one or more days a week on fluctuating dates.
  - Not every position is conducive to remote work and the policy does not guarantee any employee the right to work remotely. Situations will be assessed on a case-by-case basis consistent with this policy and relevant business considerations.
  - Service requirements - Does the company want to limit remote work to employees who have been employed for a certain length of time (such as one year), or does the company want to offer remote work to all?
  - Performance requirements - If the company has performance ratings at various levels, does the company want to limit remote working arrangements to those who have achieved minimum objective performance ratings?
  - Position requirements - Does the company want to explicitly identify certain positions that aren't conducive to remote work under any circumstance?
  - Exempt status - Does the company plan to limit remote work to exempt employees only?
  - Tell employees where they can find the application and how/ to whom completed applications should be submitted.
  - Provide employees with information regarding the timeline for



processing requests and how employees will be notified of approval or denial of requests.

- The policy should include the primary factors the company will consider when reviewing applications to work remotely. When reviewing applications, the employer may want to consider the following: (1) Whether essential job functions can be performed outside the traditional brick-and-mortar workplace; (2) Whether the employee can be supervised adequately and whether any duties require use of certain equipment or tools that can't be replicated at home; (3) Whether there is a need for face-to-face interaction and coordination of work with other employees; (4) Whether in-person interaction with outside colleagues, clients, or customers is necessary; and (5) Whether the position in question requires the employee to have immediate access to documents or other information located only in the workspace.

- Outline the process for challenging denied requests to work remotely.
- Identify what equipment, furniture, desk supplies, etc. will be provided and what won't be provided.
- Outline requirements and policies for protecting company equipment and data, as well as trade secrets, confidential business information and customer data.
- Address issues such as secure network usage, storage of confidential data (both hard copy and electronic data), and the use of company-issued devices (as opposed to personal devices), firewalls, remote access/wiping permissions, etc.
- Hard-copy documents: employers may want to require storage of such documents in locked filing cabinets or in a locked home office.
- Company-issued devices: employers may want to remind employees that no other individual (including, but not limited to, family members, visitors, etc.) other than the employee should use or have access to company devices.

**Performance expectations**

- Employees should be expected to meet the same performance expectations regardless of where work is performed.
  - The company should also make clear any expectations regarding core work hours, leave scheduling, attendance, and availability.
  - In addition, employers should outline for employees how often the company requires that employees report to the regular worksite, and employees should be explicitly advised that they may be required to report to the traditional office space in deviation from their scheduled remote work arrangements (such as for business or client meetings, training sessions, etc.).

**At-will confirmation and other disclaimers**

- Remind employees that the initial approval of the remote work arrangement does not change at-will employment relationship.
- Explicitly state that the company retains the sole discretion to amend or terminate any and all remote work arrangements at any time.

**Remote work as a reasonable accommodation**

- Employees should also know that, if they are seeking a remote work arrangement as a reasonable accommodation for a disabling condition, they need to notify the company of this need through the processes outlined in the company handbook or policy for requesting accommodations under the Americans with Disabilities Act and Wisconsin Fair Employment Act. ABC Wisconsin

*Mark Johnson is an employment law attorney with Ogletree, Deakins, Nash, Smoak & Stewart, P.C. He can be reached at [mark.johnson@ogletree.com](mailto:mark.johnson@ogletree.com).*



**MOBILE OFFICE**  
SALES • RENTALS

**Borrow our experience**  
*... you can bet on it!*



**800-236-8518**

**WWW.DACCOTRAILERS.COM**



---

**SEPTEMBER IS NATIONAL  
SUICIDE PREVENTION MONTH**

---

# A LITTLE GOES A LONG WAY

By John Wallen – HUB International

## CHECK RISING SUICIDE RATES THROUGH PROACTIVE EMPLOYER EFFORTS

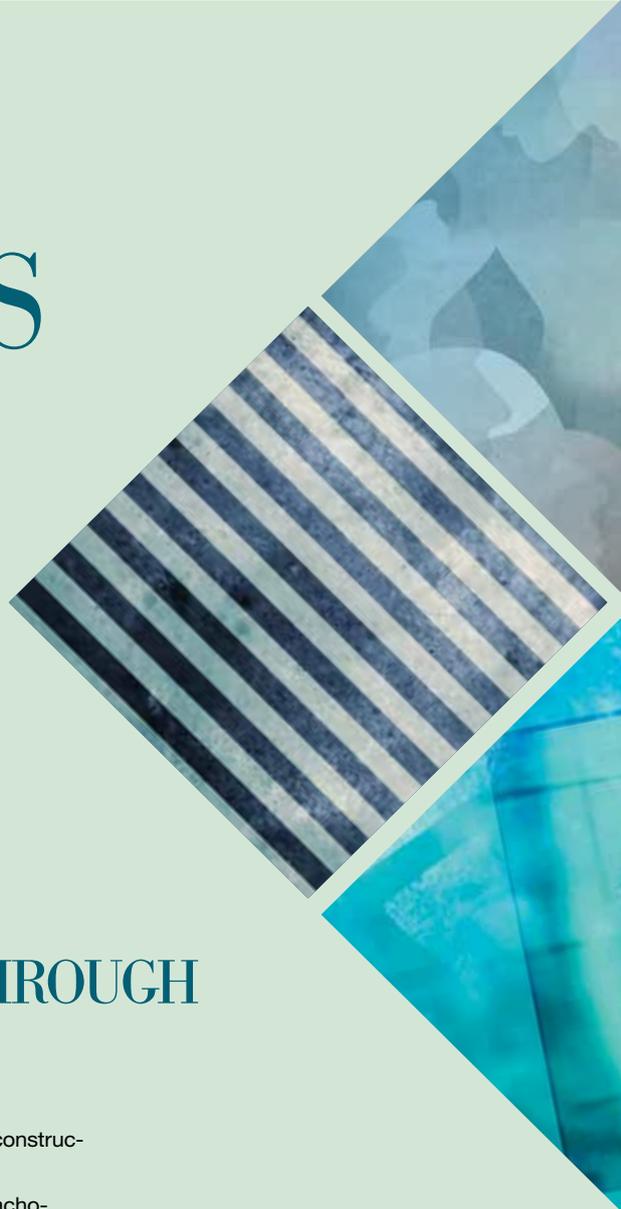
**N**o one is talking about it, but there is an epidemic raging within the construction industry.

Mental health issues flourish in an environment of silence and machoism, and the construction industry seems to create a perfect storm. With its “suck it up” and “get it done” culture, the industry discourages workers from talking about their personal issues or reaching out for help. The industry is also known for higher levels of drug abuse, which also lead to mental health problems. And the lack of regular, consistent work can bring workers not only financial challenges, but also unreliable healthcare coverage and weaker community links.

In this environment, it’s no surprise that the construction industry has reported the most suicides of any business sector. Further, the suicide rate in working adults has increased 40% in less than two decades and is the second leading cause of death among young adults aged 15 to 34, which is the prime employment age for those entering the construction field.

Wisconsin closely tracks the national averages, but is among the highest of the Midwestern states. In addition, the data suggests that the suicide rate is higher for people with a high school education or less, and it is also higher among white men and veterans – all groups which are highly represented in the construction industry.

*WHAT  
WOULD YOUR  
ORGANIZATION  
DO IF AN  
EMPLOYEE  
DIED BY  
SUICIDE?*





**Take Proactive Steps to Support Employees**

What would your organization do if an employee died by suicide? Most tend to respond reactively.

In many cases, this means offering short-term counseling to help other employees work through their grief. Unfortunately, little is done proactively to reduce the risk of suicide.

Employers can take active steps to educate their employees to recognize the signs of suicide risk. This doesn't mean employees are responsible for one another, but it does mean they can understand how noticing something unusual and acting on it might save someone's life.

Be careful about how you share the information. The topic merits sensitivity and focused attention, and a presentation to the whole company is not the appropriate space to share difficult information about mental health challenges. To create an authentic, meaningful presentation, it's usually best to work in a small group format. Hold a break-out session at an annual training meeting. Task managers with sharing the information with their teams. If you feel the nature of the subject is best handled by a third party, enlist your insurance broker for resources to support your efforts.

Begin with raising awareness of the problem, including the prevalence of suicide. Share information about signs of stress and observable symptoms of depression. Approximately 70% of those who die by suicide make direct or indirect statements that send a signal. When someone notices the signal as a cry for help, they can reach out personally or notify human resources for guidance.

Provide a list of risk factors and warning signs and discuss them openly.

**Risk factors include:**

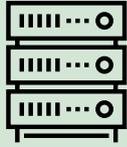
- A family history of suicide or a history of trauma
- Suffering from a serious physical illness
- Having attempted suicide
- Financial or relationship pressures
- Lack of support networks
- Cultural stigma over mental health

**Indicators of mental stress include:**

- Weight and appetite changes
- Chronic headaches
- A tight chest
- Anxiety and indecision
- Loss of motivation
- Increased sensitivity
- Low self-esteem
- Increased smoking and drinking
- Withdrawal or aggression
- Reckless behaviors
- Difficulty concentrating

In the end, employers can choose to do nothing but watch the numbers climb. Or they can take steps to create a supportive, open environment where it's acknowledged that bad things happen and it's okay to ask for help. The best part is most construction employers already have a tool to assist them: the Employee Assistance Program (EAP). Encourage your employees to save the EAP's contact information in their cell phone contacts list. They can use it to help themselves or a struggling coworker. And for anyone requiring more serious and immediate attention, use the resources in the EAP to locate a professional for long-term, in-person care. [ABC Wisconsin](#)

*John Wallen is Vice President and Wisconsin Construction Practice Leader for global insurance brokerage Hub International. He has more than 30 years of experience providing risk management consulting, effective insurance solutions and innovative risk and cost reduction strategies for the construction industry. John can be reached at [john.wallen@hubinternational.com](mailto:john.wallen@hubinternational.com).*



# GET ORGANIZED

## CREATING EFFECTIVE RECORDS MANAGEMENT

By Robert Sanders – Husch Blackwell

**R**ecords management is an important, yet often overlooked, aspect of risk management. Sound records management programs begin with creation of a records retention policy and schedule. At a minimum, the policy should state that records must be retained for the duration of the retention period identified in the schedule after which they may be destroyed unless they are subject to a legal hold. Effective records management programs go further. They are created by examining all the ways the company creates, receives, uses, stores, and destroys records and looks to use the records retention policy and schedule as a tool in managing those processes.

Unfortunately, many companies do not realize they are in need of a records retention policy and schedule until it's too late. Often, the realization comes when the company finds itself in litigation and facing copious document production requests or the company is involved in a government investigation. An organized and thoughtful records retention policy and schedule can save time and money by allowing the company to:

- Quickly determine whether certain records exist;
- Efficiently locate relevant records; and
- Explain a legitimate and neutral business-purpose for any records that were destroyed prior to the company reasonably anticipating the investigation or lawsuit.

From a risk management perspective, a records retention policy and schedule helps ensure compliance with statutes and regulations

that set minimum or maximum retention periods. Without an effective policy and schedule, many companies end up “over-retaining” records. This is problematic as opposing counsel often argue that those companies in essence have a “save everything” policy so discovery should be expanded because more relevant documents must exist. This can result in a lot of time and expense in searching for a document that likely does not exist.

Outside of a litigation context, an effective policy and schedule is a value-add as it organizes records in a manner that allows the company to share valuable, instructive information throughout the company with greater efficiency and reduces records storage costs.

### How to get started?

**We recommend a four step process.**

#### **Step One: Engage relevant stakeholders and create a records inventory**

The best way to ensure that the policy and schedule your company develops will be followed by it's employees is to engage the relevant stakeholders early to create a records inventory. For many construction companies this may involve reaching out to representatives from the office (HR, accounting, design, marketing, etc.) and the field (project managers, foreman, laborers) for a series of interviews to determine all the ways they create, receive, and use records and the mediums by which those records are transmitted (physical copy, email, text message, pictures, drone footage, etc.). The benefit of this approach is twofold: 1) the company receives buy-in from those who are impacted by the policy and schedule (making

**A records retention policy defines records,** non-records and the company's retention obligations and destruction guidelines, as well as the legal hold process.

**A records retention schedule** is often an addendum to the policy and states how long various categories of records are to be kept based on statutes, regulations, or other legal reasons or for historical value/business-purposes.

**Legal Holds.** Companies have a legal obligation to preserve records, physical evidence, and any other information relevant to claims and lawsuits and in circumstances where a claim or lawsuit has been initiated or is reasonably anticipated. Generally, a legal hold will be issued when litigation is threatened, expected, or commenced' when the company faces internal or governmental investigations; or to otherwise protector enforce the company's legal rights.

***NO RECORD SUBJECT TO A LEGAL HOLD MAY BE DESTROYED UNDER ANY CIRCUMSTANCES UNTIL THE LEGAL HOLD IS SPECIFICALLY RELEASED.***

it more likely to be followed once implemented); and 2) the policy and schedule created will be tailored to the types of records the company actually creates as opposed to general categories of records.

**Step Two: Draft the policy and schedule**

The records retention schedule will list the records categories discovered during step one and the applicable retention period for each category. The retention period for some records will be determined based on a statutory, regulatory, or other legal requirement. Retention periods may be longer than the law requires, but should not be shorter. The retention period for records without a legal requirement should be determined using the information the company learns during the interviews in step one. Companies should be prepared to defend each retention period by relying on a legal requirement, business purpose, or both.

**Step Three: Training**

A records retention policy and schedule is worthless if it is not followed. Poor training and compliance creates risk of fines, legal sanctions, and

**What is a record?**

A “record” is any type of information created, received or transmitted in the transaction of the company’s business, regardless of physical format. An email is a form of transmitting information and may or may not itself be a record. To determine if an email is a “record,” ask:

- Do you need it to document a business activity or transaction?
- Do you need it to prove a business-related event or activity did or did not occur?
- Do you need it to identify who participated in a business activity or had knowledge of an event?
- Does it have legal or compliance value?
- Do you need it to support facts you claim to be true if the person with the direct knowledge of the facts is not available?

It shouldn't take a storm of immense proportions to find out who you can count on.

**BUT SOMETIMES IT DOES.**

And that's the Silver Lining®.



To find out more about the Silver Lining and a special discount on home and auto insurance just for members of the **ABC of Wisconsin**, contact an official supplier of the Silver Lining.

For the name of an agency near you, visit [thesilverlining.com](http://thesilverlining.com).





## MANY COMPANIES DO NOT REALIZE THEY ARE IN NEED OF A RECORDS RETENTION POLICY AND SCHEDULE UNTIL IT'S TOO LATE.

other costs. Fortunately, courts and regulators are not looking for a perfect policy. They want to see that the company has a policy and schedule, that the retention periods are defensible (comply with legal requirements and are refined based on a legitimate business need), and that the company is taking reasonable steps to implement its policy. This means drafting a policy and schedule that is easy for employees to understand and training employees to ensure their understanding and compliance. Companies should take time to train employees on all aspects of the policy and schedule including identifying a record versus a non-record, using the record retention schedule,

the destruction process, handling legal holds; and everything in between.

### Step Four: Fix it

Realize no policy or schedule is perfect. The goal is not perfection, the goal is compliance. The best way to ensure compliance is to frequently monitor the program by monitoring/auditing compliance, updating training and procedures to correct noncompliance, and checking in with relevant stakeholders to make additional changes based on business need, new record types, and changes in the law. [ABC Wisconsin](#)

*Bob Sanders is an attorney at Husch Blackwell, LLP. He has helped companies across the country with creation or validation of records retention schedules and compliance policies. He can be reached at (414) 978-5458 or robert.sanders@huschblackwell.com. These materials are informational in nature, are not legal advice, and do not create an attorney-client relationship.*

## Do you feel like something's missing?

Without The Daily Reporter, chances are you're not getting enough:

- Project bid listings.
- Construction industry news.
- Sales lead opportunities from public notices.



The Daily Reporter is in your mailbox five days a week with project bid listings and construction news PLUS you can visit us any time at [dailyreporter.com](http://dailyreporter.com).

As a special membership benefit, you'll SAVE \$36 on print/online combo subscription or \$25 on a digital-only subscription.

Subscribe online! <https://subscribe.dailyreporter.com/MemberRate-ABC>  
 Subscribe on the phone! Call 800-451-9998 and request Promo Code "MemberRate-ABC"

FREE: Sign up for our daily Hard Hat email newsletter at [DailyReporter.com](http://DailyReporter.com)  
 To advertise in The Daily Reporter, call 414-225-1844



## JULY 2021

• **Advanced Electric, LLC**

*Marcus Mumm*  
 467 Walker St.  
 PO Box 2221  
 Fond du Lac, WI 54936  
 Phone: (920) 979-1617

**Description:** Electrical Contractor

**Sponsor:** Troy Carlson, Ansay & Associates, LLC

Beam Club Members-to-date: 24

• **Brad Tanck Plumbing, LLC**

*Brad Tanck*  
 2222 Cloverleaf Road  
 Sturgeon Bay, WI 54235  
 Phone: (920) 743-6305

**Description:** Plumbing Contractor

**Sponsor:** Steve Klessig, Keller, Inc.

Beam Club Members-to-date: 59

• **Central Cable Contractors, Inc.**

*Dale Jansen*  
 W7435 County Road AW  
 Waupun, WI 53963  
 Phone: (920) 324-0135  
**Description:** Fiber Optic Cabling  
**Sponsor:** Denita Schreier, W.D.S. Construction, Inc.  
 Beam Club Members-to-date: 2

• **Coho Electric, LLC**

*Ken Salmon*  
 371 Riverview Drive  
 Grafton, WI 53024  
**Phone:** (262) 375-2107  
**Description:** Electrical Contractor  
**Sponsor:** Jay Zahn, Hausmann-Johnson Insurance  
 Beam Club Members-to-date: 52

• **Dreher Electric LLC**

*Tom Dreher*  
 4191 Carneros Way  
 Jackson, WI 53037  
**Phone:** (262) 305-6923

**Description:** Electrical Contractor

**Sponsor:** Eric Messer, The Starr Group  
 Beam Club Members-to-date: 2

• **Elza Heating Co.**

*Keith Elza*  
 2615 Golf Course Road  
 Ashland, WI 54806  
**Phone:** (715) 209-7628  
**Description:** HVAC/Mechanical Contractor  
**Sponsor:** Jeff Disher, Disher Electric Inc.  
 Beam Club Members-to-date: 4

• **Ever Ready Electric, Inc.**

*Linda Brunner*  
 6900 Pape Road  
 Mazomanie, WI 53560  
**Phone:** (608) 643-3429  
**Description:** Electrical Contractor  
**Sponsor:** Amber Anderson, Aerotek, Inc.  
 Beam Club Members-to-date: 2

• **Great Lakes Skilled Trades, LLC**

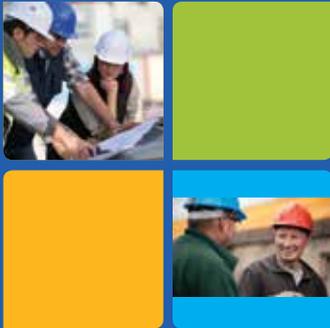
*Bob Kolega*  
 W177N9856 Rivercrest Drive  
 Germantown, WI 53022  
**Phone:** (414) 240-4900  
**Description:** Skilled Labor Staffing  
**Sponsor:** Jessica Cannizzaro, Milestone Plumbing, Inc.  
 Beam Club Members-to-date: 3

• **In the Lite, LLC**

*Bonnie Langhoff*  
 N3543 County Road K  
 Merrill, WI 54452  
**Phone:** (715) 539-3220  
**Description:** Electrical Contractor  
**Sponsor:** Tom Altmann, Altmann Construction Co., Inc.  
 Beam Club Members-to-date: 44

• **Kinsman Construction, Inc.**

*Nick Kinsman*  
 S1875 Bundy Hollow Road  
 La Valle, WI 53941



## ARE YOU COMPETING FOR A SKILLED WORKFORCE?

## ABC's Dental Plan Can Help Your Firm

### Attract and Retain Skilled Labor

- Guaranteed rates through 2024
- \$10,000 annual benefit maximum
- \$2,000 adult and child orthodontia benefit
- Administered by the ABC Insurance Trust
- Exclusively available to ABC Member Firms

Request your free quote today!

(800) 621-2993  
 ABCInsuranceTrust.org

ABC Insurance Trust — Experts for ABC members since 1957.



# NEW MEMBERS

For membership information contact **Bill Stranberg**, Membership Director  
Associated Builders and Contractors of Wisconsin – 608-244-5883

**Phone:** (608) 495-4958

**Description:** General Contractor

**Sponsor:** Scott Truehl, Friede & Associates, LLC

Beam Club Members-to-date: 15

## • N&J Plumbing

*Jon Moser*

2510 S85th St.

West Allis, WI 53227

**Phone:** (262) 777-0128

**Description:** Plumbing Contractor

**Sponsor:** Ian Blankenmeyer, Milwaukee Tool

Beam Club Members-to-date: 1

## • Ryan Helminger Mechanical, LLC

*Ryan Helminger*

W8196 Brazelton Drive

Random Lake, WI 53075

**Phone:** (920) 207-9230

**Description:** Mechanical Contractor

**Sponsor:** Gerry Krebsbach, K-W Electric, Inc.

Beam Club Members-to-date: 32

## • Valders Heating & Cooling, LLC

*Russell Hickman*

8408 County Road X

Newton, WI 53063

**Phone:** (920) 374-0915

**Description:** HVAC/Mechanical Contractor

**Sponsor:** Stan Johnson, A.C.E. Building Service, Inc.

Beam Club Members-to-date: 28

## AUGUST 2021

## • American Construction Services, Inc.

*Emily Liddicoat*

3350 S. River Road

West Bend, WI 53095

**Phone:** (262) 334-3811

**Description:** General Contractor

**Sponsor:** Andy Kaehny, Steiner Electric, Inc.

Beam Club Members-to-date: 2

## • ARC Document Solutions

*Frank Loughan*

W227 N880 Westmound Drive

Waukesha, WI 53186

**Phone:** (262) 542-8200

**Description:** Document Imaging/Graphic Production

**Sponsor:** Casey Malesevich, Sure-Fire, Inc.

Beam Club Members-to-date: 7

## • Baylake Electric, LLC

*Michael LeClair*

P.O. Box 403

Baileys Harbor, WI 54202

**Phone:** (920) 839-9401

**Description:** Electrical Contractor

**Sponsor:** Steve Klessig, Keller, Inc.

Beam Club Members-to-date: 60

## • Caliber Construction, LLC

*Gary Loos*

P.O. Box 1345

Janesville, WI 53547

**Phone:** (608) 359-1370

**Description:** Metals Contractor

**Sponsor:** Linda Holcomb, McGilvra Electric, Inc. & Russ Tabaka, Gilbank Construction, Inc.

Beam Club Members-to-date: ½ point each

## • Coda Electrical Service, LLC

*Douglas Coda*

1385 State Hwy 155

P.O. Box 683

St. Germain, WI 54558

**Phone:** (715) 542-3780

**Description:** Electrical Contractor

**Sponsor:** Tom Altmann, Altmann Construction Co., Inc.

Beam Club Members-to-date: 45

## • Engebretson Plumbing, LLC

*Mike Engebretson*

E1986 Larson Road

Waupaca, WI 54981

**Phone:** (715) 281-0110

**Description:** Plumbing Contractor

**Sponsor:** Steve Klessig, Keller, Inc.

Beam Club Members-to-date: 61

## • Finishing Edge Carpentry

*Jason Steinmetz*

10968 43rd Ave.

Pleasant Prairie, WI 53158

**Phone:** (262) 748-8667

**Description:** Carpentry Contractor

**Sponsor:** Dean Slaby, KSW Construction Corporation

Beam Club Members-to-date: 1

## • Mobile Glass, Inc.

*Tracy Wegenast*

5626 Woodland Drive

Wauwaukee, WI 53597

**Phone:** (608) 849-4113

**Description:** Specialty

Windows

**Sponsor:** Kyle Kraemer, Kraemer Brothers

Beam Club Members-to-date: 2

## • Prime Electric Service Inc.

*John Edwards*

P.O. Box 492

Thorp, WI 54771

**Phone:** (715) 773-2255

**Description:** Electrical Contractor

**Sponsor:** Jim Bunkelman, Royal Construction, Inc.

Beam Club Members-to-date: 8

## • Quality Electric, LLC

*Jesse Walt*

341 Elm Street

Reedsville, WI 54230

**Phone:** (920) 973-5657

**Description:** Electrical Contractor

**Sponsor:** Stan Johnson, A.C.E. Building Service, Inc.

Beam Club Members-to-date: 29

## • Stahl Plumbing Service

*Chris Stahl*

4853 Hickory Trail St.

Middleton, WI 53562

**Phone:** (608) 831-8301

**Description:** Plumbing Contractor

**Sponsor:** Dan Bertler, Supreme Structures Inc.

Beam Club Members-to-date: 50

## • UFP Industries, Inc.

*Ryan Helwig*

1118 U.S. Highway 14 East

Janesville, WI 53545

**Phone:** (608) 755-6200

**Description:** Building Material Supplier

**Sponsor:** Kevin Day, Corporate Contractors, Inc. (CCI)

Beam Club Members-to-date: 15

- READY MIX CONCRETE
- MASONRY MORTARS
- BUILDING PRODUCTS FOR THE CONCRETE AND MASONRY CONTRACTOR
- AGGREGATES FOR THE CONSTRUCTION INDUSTRY



LYCON INC. is a family owned supplier of ready mix concrete, masonry mortar and building materials serving Wisconsin. We are committed to providing quality products and services to our customers.

Concrete/Aggregate  
800-955-7702 • 800-955-8758 • 866-575-1389  
Mortar/Building Materials  
877-599-5090



[www.lyconinc.com](http://www.lyconinc.com)



Website: [abcwi.org](http://abcwi.org)  
ABC National: [abc.org](http://abc.org)

# Built on Experience. Driven by Results.



**WINNER**

Best Bonding and Insurance Firm  
R&R Insurance Services



Brad Stehno, M.S.

Dan Maurer, AU-M

Dan Scheider, CIC, CPIA, CRIS

Thomas Scheider, CPCU, CLU, CRIS

CONSTRUCTION & BONDING  
DIVISION

---

[MyKnowledgeBroker.com/Construction](https://www.MyKnowledgeBroker.com/Construction)



# Human Resources & ACCOUNTING CONFERENCE

**Oct. 27-28**

**LIVE & IN PERSON!**  
**Glacier Canyon  
Conference Center**  
Wisconsin Dells, Wis.



**REGISTER ONLINE: [abcwi.org/hrconference](http://abcwi.org/hrconference)**