

Wisconsin Chapter NECA
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August 2006

The Summer Meeting was One Hot Ticket!

When we promoted the Summer Meeting as an excellent opportunity for contractors to learn, network and have fun doing so, we forgot to mention one thing; the fact that the weekend also provided ample opportunity to experience a sauna! At no extra charge.

Despite the amazing heat and humidity, the spirits at the meeting were high, and attendees agreed that it was yet another successful meeting.

Our speakers began with NECA's John Grau, Chief Executive Officer, who talked about topics being discussed with the IBEW on a national level, and how NECA members were assisting with the implementation of some new programs by negotiating the items locally. The Construction Wireman/Construction Electrician (CW/CE) programs recently negotiated in the Green Bay and Fox Cities areas will be closely watched by the rest of the country to see how effective they are in regaining market share and members. Our next speaker, Leah Simpson, gave an example of how "perfect" our memories are. It's the recall that needs some work, and she convinced attendees of that as they struggled to recall a random list of words in order, but could readily recall whether individual words were on the list or not. Her examples proved how much a good recall could help a contractor with existing customers as well as keeping tabs on current projects. Our final speaker on Friday was Mike Dixon with the DWD, who discussed the prevailing wage rates, their application, and the survey data. Saturday's speaker was Joe Hertel, with a 4 hours code presentation that included topics from code changes, a focus on hospital code and even his thoughts on the likelihood of state licensing for electricians.



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Convention Registration Deadline is August 18

As you know, the 2006 NECA Convention will be held October 7-10, 2006 in Boston, MA. The Wisconsin Chapter will be staying at the Boston Marriott at Copley Place, and will once again, jointly host a hospitality suite with the Milwaukee Chapter. The Early Bird registration deadline is August 18. After that, registrants will pay an additional \$40 for registration fees and \$15 per night for hotel rooms.

Don't delay, NECA expects their entire block of hotel rooms to sell out this year as the demand has been high so far.

Labor Day Observed

The first Monday in September is the day **Labor Day** holiday is observed.

This means Monday, September 4th is the legal Labor Day holiday, and work performed on that day is subject to double the straight time rate of pay.

On behalf of the Chapter Staff, we wish you a safe and happy holiday weekend.



Employers have been receiving “official looking” mailings and announcements from various companies that inform them they are required to purchase OSHA documents to remain in compliance with OSHA rules and regulations.

The fact is, **all OSHA publications and posters are free** to the public, and there is no need to purchase these items.

Visit the OSHA website www.osha.gov/pls/publications/pubindex.list or our office also can provide these for you at no charge. Contact Jennifer to order.

State Issues Changes to Instructions

The State of Wisconsin has made some changes to their “Instructions to Bidders” which will become effective September 1, 2006:

Instructions to Bidders:

Section 5. BID GUARANTEE

A bank certified check, a cashier’s check or a bid bond prepared on the Bid Bond Form bound herein, payable to the State in the amount not less than 10% of the maximum bid shall accompany each bid as a guarantee, that if the bid is accepted the Bidder will execute and return the proposed Contract and Performance-Payment Bond within ten (10) business days after being notified in WISBUILD of the acceptance of his bid. Failure to return Contract and Performance-Payment Bond within ten (10) business days may result in forfeiture of the Bid Bond. The company issuing the Bonds must be licensed to do business in Wisconsin.

Section 15. SUBMISSION OF BIDS

Paragraph 6, Change to:

Bid amounts shall be inserted in numerals in the space/spaces provided on the Bid Form. Use of other than numerals shall result in rejection of the entire Bid.

Section 18. ALTERNATE BIDS

Paragraph 3, second sentence, Change to:

If there is no difference in price, the Bidder shall state, “\$0”. Use of other than numeral(s) shall result in rejection of the entire Bid.

Throwing Power to the Wind

More than 2,400MW of new generating equipment was installed in 22 states in 2005, according to the American Wind Energy Association (AWEA), boosting the cumulative U.S. installed wind power total by more than 35%. This brings the total up to 9,149MW of generating capacity – enough to serve 2.3 million homes.

California topped the list of states with the most wind energy installed by capacity. According to AWEA, California has been in this position since electricity-generating wind turbines were first installed there in 1981. Texas, however, made major strides in the past year, putting it in position to possibly overtake California by the end of the year.

Just because a state has a large amount of installed wind energy doesn’t necessarily mean it has the most wind energy resources. North Dakota – not even listed in the top 10 states for installed wind energy – is believed to have the most wind energy resource in the nation, followed by Texas, Kansas, South Dakota, and Montana.





From the Desk of Attorney Kay

The subject of restrictive covenants in employment contracts is of great interest to employers generally. However, I have not had many questions arise from electrical contractors on the subject, but nonetheless I suspect that some electrical contractors desire to hire employees under terms where they cannot join a competitor immediately upon ceasing their employment. Employers of sales people who establish valuable customer contacts are particularly concerned about losing customers when they lose their employees who have the sales contacts with those customers.

Section 103.465 of the Wisconsin Statutes provides:

103.465 Restrictive covenants in employment contracts. *A covenant by an assistant, servant or agent not to compete with his or her employer or principal during the term of the employment or agency, or after the termination of that employment or agency, within a specified territory and during a specified time is lawful and enforceable only if the restrictions imposed are reasonably necessary for the protection of the employer or principal. Any covenant, described in this subsection, imposing an unreasonable restraint is illegal, void and unenforceable even as to any part of the covenant or performance that would be a reasonable restraint.*

The important provision in the statute is the one that makes void and unenforceable the entire agreement if there is any unreasonable restraint. In other words, any unreasonable restraint in an employment contract, limiting the ability of the employee to terminate employment and work for a competitor elsewhere, will void the entire agreement. That is not to say, however, that restrictive covenants will not be enforced in Wisconsin. Indeed, the courts will enforce them provided that the restrictions are not unreasonable.

The basic requirements for an enforceable restrictive covenant are that the agreement must: (1) be necessary for the protection of the employer; (2) provide a reasonable time period; (3) cover a reasonable territory; (4) not be unreasonable to the employee; and (5) not be unreasonable to the general public.

Since restrictive covenants in employment contracts must meet the five conditions set forth in the previous paragraph, it is important to focus on each condition:

A restrictive covenant is necessary for the protection of the employer where the employee has frequent contacts with the employer's customers to such an extent that the customers may become loyal to the employee rather than to the employer. In addition, an employer who imparts proprietary information to an employee concerning customers, pricing mechanisms, financial and business planning and technical and marketing advantages, may desire a restrictive covenant.

The territory of the restriction should not be any greater than nec-

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August 2006 Meetings

August 2

Madison Membership

August 3

La Crosse Membership

August 9

Fox Valley Membership

August 10

Indianhead Membership

August 15

Rac/Ken/J-B Golf Outing

August 17

Wisconsin Valley Membership

August 23

Northeastern Membership

Upcoming Meetings

October 7 - 10, 2006

NECA Convention
Boston, MA

January 26 - 27, 2007

Winter Meeting
Madison, WI

March 18 - 21, 2007

Spring Conference
Tucson, AZ

July 26 - 28, 2007

Summer Meeting
Sheboygan, WI

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**The Chapter is holding a
"Pre-Construction Planning
Seminar Sept. 6**

- ⊙ At Wintergreen Resort, in Wisconsin Dells
- ⊙ Led by Dr. Awad Hanna, UW Madison
- ⊙ Assists participants in developing a formal pre-construction planning process
- ⊙ Best pre-construction practices by top electrical contractors will be presented
- ⊙ Registration Fee \$225
- ⊙ Register by August 23rd



Have you got a code question for Tom? Let us know and we'll ask him to answer it in a future newsletter.

Do You Know The Hazards of Electricity?

The most deadly three hazards of electricity are electric shock, electrical arc-flash, and electrical arc-blast. OSHA statistics show that several hundred deaths occur annual as a result of electric shock. Studies show that 10 to 15 employees are hospitalized every day with arc-flash burns. Here's a quick reminder of the hazards:



Electric Shock

Electric shock occurs when a person's body completes the current path between two energized conductors of an electrical circuit or between an energized conductor and a grounded surface or object.

Electrical Arc-Flash

There seems to be a serious misconception in the industry that electrical arcs are a product of only high voltage. Actually, electrical arc-flash is not voltage sensitive, but is more a product of short-circuit current and clearing time or arc duration. In some cases, it is possible to generate higher arc energy from a low-voltage source than from a high-voltage source. The amount of energy will determine the temperature of the arc, which can reach 20,000° Kelvin (about 35,540° Fahrenheit).

Electrical Arc-Blast

According to studies, the pressures from an arc are developed from two sources, the expansion of metal in boiling and vaporizing, and the heating of air by passage of the arc through it. Copper expands by a factor of 67,000 times when it vaporizes. This accounts for the expulsion of near-vaporized droplets of molten metal from an arc. These droplets can be propelled for distances of up to 10 feet. Plasma (ionized vapor) is also generated outward from the arc for a distance proportional to the arc power. One inch³ of copper vaporizes into 1.44 yards³ of vapor. The air in the arc stream expands in warming up from its ambient temperature to that of the arc, or about 20,000°K. The arc-blast created by the heating of the air is similar in nature to the generation of thunder by the passage of lightning through it.

There are only two ways to prevent the horrible burn injuries that result from the potential tremendous heat released. First, always de-energize and the second is to always utilize properly rated Arc Flash Protective Clothing and associated Personal Protective Equipment.

Tom's Code Corner

Question: We have 12 current carrying conductors feeding (4) 3ph motors with overloads set at 50% of the conductor ampacity based on the allowable currents of Table 310.16. Is further derating of the conductors required? Do the circuit breakers have to be downsized or are the motor overloads acceptable?

Answer: No, provided there are no other conditions, further derating of the conductors would not be required. Table 310.15(B)(2)(a) of the NEC indicates that the adjustment factor for 10-20 current carrying conductors in a raceway or cable is 50% of the values in Tables 310.16 through 310.19 as adjusted for ambient temperatures if necessary.

From the Desk of Attorney Kay

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essary in order to protect the employer. In other words, it is unreasonable to expect the employee to agree to forego competitive employment in any geographical area. Whether specific restraints within an area is reasonable is to be resolved based upon the facts, but it can be quickly concluded that restricting an employee from competing outside of the employer's existing market area is unreasonable. It can also be argued that restricting the former employee from competing for customers he actually dealt with is unquestionably reasonable.

The time period for the restriction must be limited. A standard period beyond which a restrictive covenant is often found void is two years, but it should be no longer than necessary to meet the employer's objectives. Often, one year is sufficient.

It will be unreasonable to an employee if he or she is unable to find work in their prior field of endeavor. Therefore, any unreasonable character to the restriction will be arguably unreasonable to the employee.

Similarly, a restrictive covenant will be arguably unreasonable to the general public if it is more restrictive than the interests of the employer actually require. In other words, the restriction cannot be oppressive in nature, prompted by the employer's desire to punish a terminating employee or to create an employment environment where the employee is reluctant to leave employment, or where the employer has no demonstrable need for the protection.

Restrictive covenants in employment contracts must be carefully drafted if they are to be of any value to the employer. Only then will they be enforceable.



2006 Summer Meeting

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Congratulations to our attendance prize winners, **Darrell Kurth** and **Arlan Hanson**. (It pays to attend the meetings!)

The annual golf outing was held Friday afternoon, and we are relieved to report that no one suffered from heat exhaustion during the outing, just the normal frustration that comes with a golf outing! Congrats to our golf prize winners; **Low Gross, Jim Gerhard; Low Net, Jeff Knudtson; Longest Drive (in the fairway), Rod Howard; Closest to the Pin, Jerry Schulz; and Longest Putt, Ron Jahnke**. Sadly, once again, we did not award a "**Hole in One**" prize, and we may have to consider changing it to a "**Hole in Four**" prize, as one golfer suggested, although that would change the character of the contest!

Our closing banquet and awards ceremony was held Saturday evening with awards presented for **25 years of membership to Arlan Hanson, A.A. Hanson Electric** and then for **50 years of membership to Fritz Geske, Rural Electric Service. Frank Hoffman, Magaw Electric**, was recognized for his 16 years of service on the Chapter Board of Directors. Frank will be retiring December 31, 2006. Our sincere thanks to these contractors for their long-time commitments to our association and the enhancement of the industry. Next, we honored **Tim Richards, Staff Electric** and **Merle Baenen, Baenen Electric**, with NECA's Veteran Membership. Following the raffle drawings, (see accompanying ECPAC Raffle article) we closed with a lively serenade from the Capitol Chordsmen, a barbershop quartet. Our thanks to **Lorraine Bakke** for allowing them to demonstrate the power of a singing declaration of affection!



All in all, it was our hottest event in a long time, and we hope you'll mark your calendars now for next summer at the Blue Harbor Resort on July 26th through the 28th. Also, don't miss the Winter Meeting in Madison January 26th through 27th, featuring our Hollywood's Red Carpet banquet Saturday evening.

MANPOWER STATISTICS

For the Month of -- June 2006

Local Union #	14	127	158	159	388	430	577	890	TOTAL
Local Contractors: NECA	9	5	4	16	5	5	4	6	54
Non-NECA	36	14	16	20	16	15	12	20	149
Total Local Contractors:	45	19	20	36	21	20	16	26	203
Traveling Contractors: NECA	7	6	6	6	5	4	4	4	42
Non-NECA	2	10	4	3	1	5	2	1	28
Total Traveling Contractors:	9	16	10	9	6	9	6	5	70
TOTAL # OF CONTRACTORS - LOCAL AND TRAVELERS:	54	35	30	45	27	29	22	31	273
Contractors More Than Two Months Delinquent in N.E.B.F.	2	2	1	1	1	1	0	2	10
Total Number of Contributing Contractors in Area:	56	37	31	46	28	30	22	33	283
Employees: NECA	315	66	127	633	270	55	213	196	1875
Non-NECA	222	224	174	112	47	72	66	66	983
TOTAL EMPLOYED:	537	290	301	745	317	127	279	262	2858

And the Lucky Winners Were...

At the 2006 Summer Meeting, the winners names were drawn for certificates toward future meeting attendance. The winners of certificates worth up to \$500 each for the **2007 Winter Meeting**, January 26-27 at the Marriott in Madison were:

Excellence Electric (Larry Navarrete)
Forward Electric (Mark Loeffelholz)
Hill Electric (Jay Hill)

QWEST Electric (Joel Westphal)
Rural Electric (Fritz Geske)

The winner of a certificate worth up to \$2300 for the **Spring Conference**, March 18-21 in Tucson, AZ:
Staff Electric (Tim Morgan)

Finally, we'd like to thank and congratulate our **ECPAC Raffle and Silent Auction** winners:

James Schwab - NECA Stadium Seat & Blanket
Bernie Cleppe - Picnic for 2 and Grill set
Bob Van Ert - Badger Football Tickets and Pearl Necklace
Joel Westphal - Aida & Concourse Hotel Package
Pam Westphal - Cats & Concourse Hotel Package
Bob Van Ert - Silent Auction - Ice Bowl Picture
Joel Westphal - Silent Auction - Brett Favre Picture



Thanks to all who participated for helping us to support NECA's Political Action Campaign Fund.