

/PERSONNEL/

From Field to Office

Two experts provide tips for making this transition

MELANIE HODGDON: Recently, I was working with the owner of a roofing and siding company who was in the process of switching from running his crew to running his business. Complicating the challenge of naming a supervisor who was both technically competent and a good manager was the problem of seniority.

I had no idea how highly valued seniority could be until I worked with a company for which I had to put together a job assignment board. On the board, I listed the employees alphabetically, which seemed logical to me, but the owner took one look and said, "Oh, that will never work. The boys will be offended." I soon learned that every employee list had to be arranged by date of hire, with the most recent hire at the bottom.

For the roofing company, this attitude toward seniority meant that, unless an internal candidate for supervisor also happened to have been with the company longest, he would likely be perceived to have been unfairly promoted. Seniority issues can only be overcome by someone who demonstrates extraordinary technical skills or who has exceptionally strong management and leadership skills. Anyone in between will face an uphill climb to acceptance by the crew.

You may not be able to avoid this problem altogether, but you can make for a smoother transition. Give your crew some advance notice about your plans to hire

someone to replace you in the field, and make sure the crew understands that this person's job is not just technical but includes paperwork and communication with the office and perhaps the homeowner.

Melanie Hodgdon, owner of Business Systems Management (melaniehodgdon.com), works with clients to generate realistic solutions that reflect the resources and style of their companies.

TIM FALLER: The move from field to office represents a shift from leadership by example to leadership from afar. In the best scenario, the business owner has time to transfer responsibility in increments through side-by-side on-the-job training. If time is short, next best is to put into place the person who is best-suited for the job of managing the crew. This is almost never the best technical person on the crew; but, unfortunately, promoting someone who has people skills and leadership potential but no technical skills is equally disastrous.

The best person for the job is someone who has both good leadership skills and good tech skills. Having both types of skills is more important to winning over the team than being "the best" at either.

Even with the right person, however, several negative consequences are inevitable.

■ **Productivity will temporarily drop** because when the owner leaves, his authority leaves with him. Until his replacement earns the full respect of the crew, the job will not progress as smoothly as it once did. Alternatively, if the owner promotes someone from within but neglects to replace that person with a new hire, that means one less person working the job.

■ **Change creates dissatisfaction.** In many cases, it will be "my best guy" who becomes unhappy and leaves for greener pastures. In my experience, though, the company will recover and often may fare better than before.

■ **There is no foolproof method.** Success sometimes comes through trial and error. That argues for making this kind of change when there is time to go through several people before finding the right fit.

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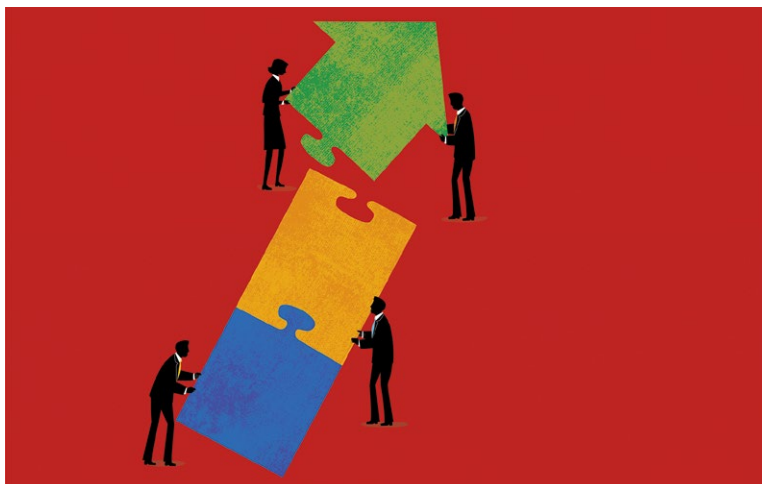


Illustration: 2013, Michael Austin, courtesy thespot.com

/PERSONNEL/

Out to Lunch

WHAT HAPPENED

At Good Guys Construction Co., job-site supervisors schedule the workday for all field employees. Last pay period, the team was under a tight schedule to get a certain job completed. On one day the supervisor told his hourly (nonexempt) employees that, to meet the required deadline, they would have to skip lunch. The employees complained, claiming that lunch breaks are required by law. Seeking a compromise, the supervisor asked each field employee to take a 15-minute unpaid lunch that day instead of the usual 30 minutes.

WHY IT'S WRONG

First, note that federal labor laws, and many state labor laws, do not require employers to provide a lunch period or break period to their employees who are over 18 years of age. In this case, however, the supervisor's compromise actually violated a federal Wage and Hour regulation, which says that when any unpaid break or "bona fide meal period" is offered, it must "typically

last at least 30 minutes." In contrast, when employers offer short breaks, defined as "usually lasting 5 to 20 minutes," the time is considered compensable work hours and must be paid.

WHAT YOU SHOULD DO

Carefully review your internal policies on lunch periods and short breaks and communicate these policies to your supervisors. When working conditions require an exception to established policies, the employees' final timesheets should be carefully reviewed and adjusted to comply with Wage and Hour regulations. In the case of Good Guys Construction Co., the employer should pay the employees for the 15-minute "lunch" which, because it is too short to be considered an unpaid lunch, must be considered paid time.

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/LEGAL/

Sales Agreement Specifics

A salesman told a homeowner that once the alarm and fire detection system he was selling was in place, she should never have to worry about losing her house to a fire. He explained that if a fire ever started, the system was set up to alert her as well as the closest fire station. Convinced, the homeowner signed on the dotted line. But just two months later when a lightning strike caused a fire, the alarm system never contacted the fire department. The house burned to the ground.

The homeowner's insurance company paid the homeowner's fire claim, then sued the alarm company, which in turn defended itself by presenting a copy of the signed sales contract. That document stated in bold letters that no alarm system could guarantee prevention of a loss, and that the company would not be liable to the homeowner, even if damages were caused by the company's own negligence.

While such clauses are generally not favored in the law, there is an exception if the language is a clear and obvious contractual expression of a disclaimer. In this case, the alarm company's provision releasing it of liability for its own mistakes was sufficiently

obvious and found to be enforceable.

Salesmen are permitted some leeway as to what they say without incurring liability, but it depends on what is said, when it is said, and whether the statement is actually reduced to writing. The salesman's comments were made in what is legally referred to as pre-contractual negotiations. As such, they fell into the category of promotional and exaggerated statements presenting a subjective view of a product or service—statements on which a consumer should not rely.

The most important thing, of course, is the signed document. Be sure to have the right sales agreement in place, with appropriate disclaimer language. To do less should surely set off some alarms.

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/CONNECTED CONTRACTOR/

Personal Computer R.I.P.

Effective business management is all about getting the right information into the right hands at the right time. Technology has always held the promise of making those connections possible, but only if you were willing to battle the high cost and long learning curve. Well, all of that is finally changing for the better. Computing isn't going away, but personal computers are being replaced by a wide variety of devices. If you wanted to, today you could literally operate your entire business from a smartphone that fits in your shirt pocket. And that system could work equally well on a mix of PCs, Macs, and tablets, accessing all of your company and project data in real time via the "cloud" (a.k.a. the Internet).

Over the coming months we'll look at not only what technology is out there, but specifically how you can use technology to add value for your customer and to deliver your projects on time, on budget, and defect-free. In the meantime, let's start with these recommendations:

Time is money. Up to half of the time spent on every job site is wasted. Scheduling isn't usually the problem, it's communicating that schedule. To solve the problem, try using a shared Google project calendar that your customers, employees, subs, and suppliers can all see online.

Money is money. A purchase-order system gives you full control of your direct costs of construction. It doesn't have to be complicated: Start by downloading the spreadsheet templates I mentioned in my November 2011 column (they are linked from the online version of this article). Set the system up this year and put it to work starting January 2014. Once you're comfortable with it, you can move it into one of the commercially available systems, such as BuilderTrend (buildertrend.com).

Documents are money. Nothing is more frustrating than losing data or discovering that you've been using an outdated set of plans or the wrong version of a contract. You can kill two birds with one stone by replacing "My Documents" with Dropbox (dropbox.com) or one of the many other cloud-based services available (see "Save and Sync," *JLC*, March 2012).

Online meetings and location services. Today there's no reason to delay resolving minor job-site issues because you can't get the parties together on site. You

can snap photos or videos of the issue using your phone camera, then conduct a Web-based meeting using GoToMeeting (gotomeeting.com) or JoinMe (www.join.me) on your smartphone or tablet.

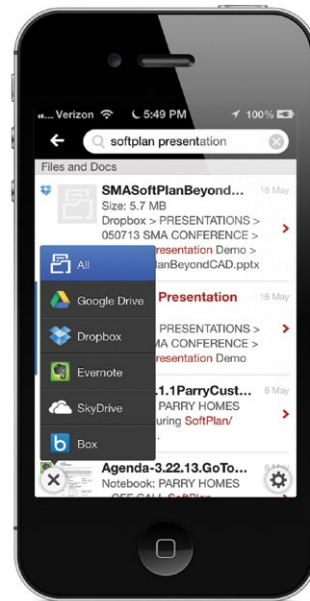
There's lots more to look at. In coming months I'll take a closer look at business management systems that use generic services such as Dropbox, Evernote Premium (evernote.com), and Microsoft Office365 (office365.com). And I'll look at how to use a product such as Canvas (gocanvas.com) to create your own mobile software without having to do any programming.

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APP OF THE MONTH CloudMagic

It's one thing to squirrel away information in the "cloud"; finding it again is something else. CloudMagic (cloudmagic.com) is pretty close to magic. Once you've set up all of your cloud accounts (Evernote, Dropbox, Google, SkyDrive, Facebook, Twitter, and the like), CloudMagic does the rest—pulling together multiple calendars and message services, searching across all of your online accounts for those long-forgotten documents, digging out messages you were sure were lost. Type a word or two you remember in the search bar; results appear as you type. You can further limit the results by category by tapping the "filter" button.

CloudMagic installs as an app on all your mobile devices and as a browser add-in on your computer. For more information, check out the developer's blog (blog.cloudmagic.com). Available for most mobile platforms and major Web browsers, it's free for up to 50 searches per month and costs \$5 per month after that.



Now you can squirrel away information in the cloud without fear. No matter where you put it or what it is—contact, contract, whatever—CloudMagic retrieves what you need when you need it.



Got a favorite app? Tell us what it is, how you use it, and why you like it. JLCTech@hanleywood.com.