

ABAC NEWS

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The Official Newsletter of the Auto Body Association of Connecticut



Spring Cleaning Time

Bob Skrip - ABAC President

This means many things to many people. I would like you to think about what it means to you. I have a few ideas how I am going to do "Spring Cleaning" at my shop. It involves a lot of what I have learned throughout the last few years I served as your president. During that time, I along with some board members, had the opportunity to travel to local, regional as well as national association seminars and conferences that were held by, and attended by, some of the greatest minds in the collision repair industry. During these meetings, I learned a great deal on how to operate more efficiently, as well as effectively. Proven techniques, certain company policies, new wave promotional ideas, and a whole new attitude that took the stress out of my business. Instituting these new procedures is not going to be easy. It will involve some reinventing of the wheel, from all departments within the shop.

My Spring Cleaning begins in the front office. It will involve new Repair Contracts, Assignment of Proceeds, Direction to Pay, Customer Contact Forms and the list goes on. Today, these forms are necessary to do business properly, as well as professionally. They are all in simple terms, (not all lawyered up), easy for Customers as well as Insurance Representatives to understand without question. These forms will be available at the annual May Meeting. So it's out with the old, and in with the new.

Next area of the utmost concern that needs Spring Cleaning is getting rid of the single most misinterpreted word of the English language that has been suffering a slow death for years. That nasty "E" word... "ESTIMATE". I'm going to try not to use that word or accept it in my daily operations nearly as much as we have in the past. This "E" word has been controlling us far too long. The Webster Dictionary definition of the "E" word is Opinion, Judgment, A rough or approximate calculation, an assumption. When was the last time those terms were accepted in the collision repair process? In today's collision repair shop, we deal in such tight tolerances, new High-Tech, and High Strength Metals, crazy colors that need to be matched as close to perfect as humanly possible, not to mention proper repair procedures that NEED to be followed to the letter. There is no room for "close enough" or "approximate". We need accuracy; NOT assumptions, we need a "Blueprint of Repair", not an estimate. Start now by instituting an effective blueprinting program. In my shop, we have been toying with blueprinting for some time now, but believe we have the concept down pretty good. It's a technique that needs to be embraced by the entire staff for it to properly work. The Blueprinting Course will be offered at I-Car as one of the first classes ABAC is bringing to the members. It will be one of the most valuable as far as I'm concerned. So I dare you to join me, and throw that nasty old "E" word in the trash.

The final "Spring Cleaning" has to do with The ABAC. It's this time of year that we elect new officers and directors. With that said, it's time for me to step down as your President, and let someone else take the lead. It has been my pleasure to act as your President; I met some of the greatest men and woman associated with our industry, learned a great deal that made me a better repairer as well as a more educated operator. But it's time to relax a bit more, enjoy family and friends, hobbies and all the good things life has to offer. I am not going away too far. I will still be an active board member and available to any member in need. I will be here to assure a smooth transition to all new officers. I would hope you enjoyed what The ABAC has done for you and your business during my Presidency, and took home something positive and worthwhile from our meetings and accomplishments.

Sincerely,

Bob Skrip

indabodybiz@aol.com

ABAC CONTINUES STATEWIDE EDUCATIONAL TOUR

ABAC members and their guests arrived at the Chowder Pot Restaurant in Hartford on Tues March 13th for another educational and fact filled meeting brought to you by the **Auto Body Association of Connecticut**.

ABAC President Bob Skrip opened the evening by thanking everyone for taking their time to attend and announcing that once again, thanks to **Chris Sheehy of Sidewalk Branding Co.**, tonight's meeting would be streaming **live on Facebook**. Thanks to today's technology with Facebook, Twitter and other Social Media tools, the ABAC has become well known for its events and place in the industry. Says Skrip, *"It's amazing how many people use and follow Facebook. We (the ABAC) get responses and comments from industry leaders across the country. It's pretty cool that whatever happens in Connecticut is well known throughout the nation."* Bob then introduced **Board of Director and Legislative Chairman Bill Romaniello**, who, as always before each meeting, read the Anti-Trust Statement. Bob Skrip thanked Bill Romaniello and **Bill Denya** for their passion and dedication for all of the work that they both do for the ABAC involving legislative issues and concerns.

Skrip then announced and thanked the Sponsors for the evening's event:

- **Bald Hill Motor Group - Dodge – Chrysler – Jeep – Kia**
- **Enterprise Rent-A-Car**

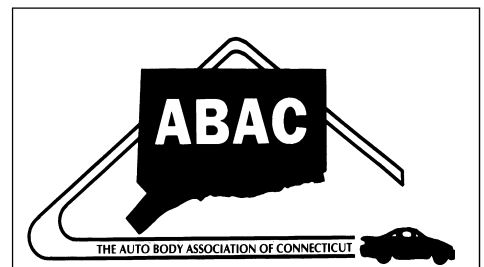
Both of these companies, besides sponsoring this event, are also **Gold Level Corporate Sponsors** of the ABAC. Bob Skrip continued that a few of the Board of Directors recently attended the Northeast Trade Show held at the Meadowlands in New Jersey and were invited to participate in the Leadership Conference that was held there. Says Skrip, *"We listened to all the other regional associations telling us what they're doing and we looked at each other thinking, 'we did that years ago' and I can't stress enough on how far we have come with this association (the ABAC). There's been a lot of hard work accomplished by association members and Board members. We're all volunteers. We all do this for the good of our industry!"*

Bob then announced a new program in conjunction with **I-Car**. *"We sent out a questionnaire for the entire membership and we had over 250 ABAC members, shop owners and employees of shop owners who responded and want to take part in I-Car Training. We have met with I-Car and for members only; the ABAC offers a 10% discount towards this training. Coordinating all of this takes a lot of work so if you think you can help, please do so! We are always looking for dedicated*

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volunteers,” says Skrip. Bob then introduced **Allan Smith, Northeast Regional Manager for I-Car.** Allan gave us a great presentation with updated information on I-Car classes and a brief history and formation of I-Car.

The I-Car vision is this: **Every person in the Collision Industry, current and future, has the necessary knowledge and skills, relative to their position, to achieve a complete and safe repair.**

It is critical that you attend these meetings so that you are able to stay in the forefront of what is new and current within your industry.

After dinner Bob introduced our next guest and event sponsor Bald Hill Dodge-Chrysler-Jeep & Kia who were represented by:

- **Don Cushing – Wholesale Manager**
- **Cynthia Robinson – Wholesale Accounts Manager**
- **Ray Leassard – District Manager, Chrysler Group LLC**
- **Augie Oliveri – Manager – Mopar Collision Parts Portfolio**

Oliveri offered a presentation covering Mopar parts, where to find technical information to help you in your collision repairs and the all new Chrysler Collision Shop Certification Program.

Mopar offers 3 sources of information for your shop:

- www.mopar.com/collision - (Informational)
- www.moparrepairconnection.com – (Free Technical & Training Sources)
- www.techauthority.com – (Subscription based)

Chrysler has announced (effective March 26th) their new Certification Program. This info can be found at www.chryslercertifiedshop.com. Here are just a few of the perks you will enjoy by being Chrysler Certified:

- **Chrysler Recognized Certified Facility**
- **Official Signage**
- **Eligible to participate in other programs**
- **Business Development Report**
- **100% Write Rebate Rewards**
- **Receive a 5% Rebate when a vehicle is repaired using 100% OEM Chrysler Collision Repair Parts (This discount is above and beyond the discount you already receive from your dealer!)**

Oliveri then presented several Technical Repair Procedures for Collision shops followed by a quick peek at the new 2013 Dodge Dart and where to find the collision repair procedures for this new vehicle.

Airbag Matrix – If a vehicle is involved in a front end collision and the airbags deploy, there is a 37 page document that shows what you need to replace and/or inspect to be able to bring a Chrysler vehicle back to pre-accident condition. This document is only available through the Tech Authority subscription (paid) site. **Don Cushing of the Bald Hill Motor Group** did offer that if you are a current customer of their parts department, this document can be obtained through his dealership **FREE OF CHARGE!**

Bob finished up the evening’s events by thanking the ABAC News Supporting Advertisers as well as the Corporate Sponsors and the Event Sponsors for the evening.

Once again, the Auto Body Association of Connecticut stays the bar in our industry by being in the forefront and keeping members informed and offering education that will only help shop owners become more successful business owners.

The Ugly Truth About Repair Forms

Submitted by Attorney John M. Parese - Buckley & Wynne



Repair forms are like life insurance policies. When all is well, they are seemingly irrelevant, unnecessary and unhelpful. But once something goes wrong, you realize how important they are. It is quite evident that most repairers are using incomplete or improper repair forms. That is a problem because if you are called to a DMV hearing, you are likely to be subject to fines. Moreover, if your customer or the insurer decides not to pay your bill, you will probably be unable to collect your money, legal fees and costs.

Consider the first paragraph of General Statutes § 14-65f: “Prior to performing any repair work on a motor vehicle, a motor vehicle repair shop shall obtain a written authorization to perform the work, on an invoice signed by the customer, that includes an estimate in writing of the maximum cost to the customer of the parts and labor necessary for the specific job authorized.” The statute goes on to state: “A repair shop shall not charge for work done or parts supplied without a written authorization or in excess of the estimate unless the customer gives consent orally or in writing.” The statute goes on to state: “No repair shop shall have a claim against a motor vehicle for repairs, other than for repairs actually performed and authorized, in an amount greater than that authorized by the customer.” In other words, if your services exceed the authorized estimate, you are not entitled to collect.

As you may know, a customer may agree to waive an advanced estimate, but doing so requires a written “authorization to perform reasonable and necessary repairs . . . at a cost not to exceed a fixed dollar amount.” General Statutes § 14-65g. That means you need written authorization up to a certain amount and that needs to be documented on your repair authorization. General Statutes § 14-65g defines the precise language that needs to be in your authorization. You should be familiar with this language.

In addition to legal obligations with regard to your repair contract, you are also required to include certain information in your final invoice to the customer. See General Statutes § 14-65h for those requirements. You should likewise be familiar with this statute.

In short: when your customer or an insurer decides that your services are not worth paying for, you best have the necessary documentation. Having the proper repair forms is critical. Not only for your ability to get paid and avoid fines, but also to help define the respective duties and obligations you owe to your customer and your customer owes to you.

Here are a few things to keep in mind:

First, you and your customer should have a repair “contract”. That contract should make clear that you are fixing the vehicle for your customer: the vehicle owner. You do not fix vehicles for insurance companies or per insurance company directives. Doing so is wrong and dangerous.

Second, consult the applicable statutes and regulations concerning the content required for repair authorizations and “invoices”. If you have not read these statutes, I guarantee you will be surprised to learn what you are supposed to be putting in writing.

Third, set up a system to ensure all customer forms are up-to-date, signed and maintained with each repair file. If and when you run into a problem, you will have the foundation to protect your interests.

The ABAC is in the process of designing an educational seminar on proper repair forms and contracts for the May 8 meeting. This will be an essential seminar for all shop owners and I strongly encourage your attendance and participation. Hope to see you then.

WV Judge Grants Injunction Barring Salvage Parts Policy

The Charleston Gazette reported on Monday that a West Virginia judge has granted a temporary injunction against Liberty Mutual Insurance and one of its direct repair shops to end the insurer's policy of using salvage parts to repair late model vehicles.

This case is of particular interest for collision repairers because the direct repair facility, repairing cars under its contractual agreement with Liberty Mutual, is also named as a defendant for carrying out the policies of the insurer. Kanawha County Circuit Judge Charles E. King also ordered that Liberty Mutual release the names of vehicle owners who may have had their cars illegally repaired with salvage parts, according to the report. West Virginia Assistant Attorney General Matthew Stonestreet told the paper that his office would decide on a course of action regarding potential restitution to those consumers once the list is received.

"One way or another we want these people to be made whole," Stonestreet told the Gazette. "And we don't want [the insurance companies] to do this anymore." West Virginia law prohibits the use of aftermarket or used parts for the repair of vehicles less than three years old unless the owner of the vehicle agrees to it. State Attorney General Darrell McGraw had filed a motion to prevent Liberty Mutual and Greg Chandler, the owner of the Liberty Mutual DRP shop, from installing used crash parts on vehicles that are manufactured within three years of the date of the crash.

The decision follows a recent ruling by a federal court judge who threw out the case and remanded it to the West Virginia courts. Liberty Mutual tried to remove the case to federal court, claiming that AG McGraw's complaint raises questions under the Magnuson-Moss Warranty Act. The U.S. District Judge rejected that argument, calling it "nonsensical."

Source: www.collisionweek.com

AASP Massachusetts Joins Right to Repair Coalition

The Massachusetts Alliance of Automotive Service Providers (AASP) has officially joined the Massachusetts Right to Repair Coalition. AASP represents both full-service mechanical repair shops and auto collision repair shops in the state.

"Many of the finest auto repair companies in Massachusetts call AASP their trade association," said Art Kinsman, spokesman for the Massachusetts Right to Repair Coalition. "So we are excited to welcome AASP to the Massachusetts Right to Repair Coalition."

The coalition is supporting Right to Repair legislation and the Right to Repair initiative petition for a state ballot question in the upcoming November elections. Car manufacturers would be required to sell all dealer-quality repair and diagnostic information to independent repair shops.

The coalition says that AASP's endorsement of Right to Repair is important because it highlights that today's automotive technicians can serve consumers best with a combination of extensive training and proper access to all repair and diagnostic information necessary to repair today's sophisticated vehicles.

AASP joins such other automotive associations in the coalition including the New England Tire and Service Association, the Service Station Dealers of America, and the Automotive Recyclers of Massachusetts.

"AASP brings further credibility to our contention that consumers should be able to choose where they want to get their vehicles repaired based on good service and fair prices, not on who controls repair codes," said Kinsman.

Court Case Examines Determination of Fair and Reasonable

Insurer: fair and reasonable reimbursement trumps fair and reasonable shop bill, even if bill is higher.
A Minnesota court decision regarding a case of underpaid claims to an auto glass business raises an interesting argument about an insurer's responsibility to pay "fair and reasonable charges" for an auto repair.

A Minnesota based auto glass replacement company, Rapid Glass, alleged that Progressive Insurance "significantly underpaid" the shop on 580 invoices over a period of five years when the insurer refused to pay the shop's "fair and reasonable charges." Following arbitration, the shop was awarded more than \$150,000 when the arbitrator found that the shop's charges were indeed "fair, reasonable, and competitive within the local industry at large" and Progressive was obligated to pay those charges.

Progressive took a different view however, and appealed to a district court to vacate the arbitration award. The insurer argued that the focus should not be on whether Rapid Glass's pricing was "fair and reasonable" but rather on whether Progressive's reimbursement was "fair and reasonable." Progressive argued that as long as they paid an amount that was within a range of reasonableness, then their obligation under the policy had been satisfied and they were obligated to pay nothing more, even if the higher amount billed by the shop is also reasonable.

In other words, Progressive asserted that they are only obligated to pay the "lowest reasonable amount." Following this logic, it would mean that Progressive then had the ability to reject reasonable claims.

The district court rejected this argument and upheld the arbitrator decision, leading Progressive to take its case to the Minnesota Court of Appeals.

The Minnesota Court of Appeals on April 9 also disagreed with Progressive's position, noting that this same argument was squarely rejected by another appeals court decision in *Garlyn, Inc. v. Auto-Owners Insurance*, N.W.2d , 2012 WL 987321, at *3 (Minn. App. Mar. 26, 2012). The appeals court noted that, based on a plain reading of Progressive's policy, there is no merit to Progressive's assertion that they are only required to pay the lowest reasonable amount.

Chuck Lloyd, the Minneapolis attorney who represented Rapid Glass, said "the position asserted by Progressive in both the arbitration and in its subsequent appeals, that it did not have to pay reasonable claims, defies common sense. You certainly don't see Progressive advertising that aspect of the claims experience. It is certainly not surprising that the courts have said that such a position is not defensible."

Rick Rosar, president of Rapid Glass, said in response to the court's opinion, "We are gratified by the fact that the court of appeals has affirmed an arbitration award that concludes that Progressive dramatically underpaid our company for the quality auto glass replacement service we provide. The windshield has become an integral part of the vehicle's safety system. It is not a place to cut corners when a windshield needs to be replaced. We will continue to provide quality service and charge reasonable prices for that service."

According to Rapid Glass, Progressive now has thirty days to seek review by the Minnesota Supreme Court; however such review is discretionary and is rarely granted.

Source: www.collusionweek.com

Insurer's ex-CEO reveals 2011 pay

Liberty Mutual chairman Edmund F. "Ted" Kelly, who earned close to \$50 million a year from 2008 to 2010, said Wednesday that he collected a similar amount last year when he retired as chief executive of the insurance company.

The disclosure means Kelly remained one of the nation's highest paid executives last year, earning more than the heads of Bank of America Corp., General Electric Co., and other major corporations. Equilar, a California compensation research firm, recently found just three chief executives among 300 of the largest US publicly held companies earned more than \$45 million last year.

"There are few public CEOs who make that much on a consistent basis," said Aaron Boyd, director of research for Equilar. Boyd said the only chief executive he could think of who typically earns more is Larry Ellison, founder of Oracle Corp., the Silicon Valley technology firm.

Liberty Mutual is required to report executive pay to state regulators once a year, but omitted Kelly's 2011 compensation from the annual filing. Company officials said they did not include Kelly because he stepped down as chief executive in June, even though he remains chairman of the board.

But Kelly, 66, in response to a Globe reporter's question during the company's annual meeting in Boston, said his 2011 earnings were "about the same as the last several years." Kelly earned an average of \$49.4 million a year from 2008 to 2010, state filings show. His 2011 pay included long-term incentives.

Revenues more than tripled to nearly \$35 billion during Kelly's 13-year tenure as chief executive. Liberty Mutual, best known for its auto and home insurance, ranks 82d on the list of Fortune 100 companies and has more than 45,000 employees, including 2,900 in Boston.

As with other companies, Liberty Mutual's board of directors sets the chief executive's pay. The board includes Thomas May, the chief executive of Northeast Utilities, which this week merged with NStar, and William C. Van Faasen, chairman of Blue Cross Blue Shield of Massachusetts Inc. Kelly said board members earn about \$200,000 a year each, in line with what directors earn at companies of similar size.

But Kelly's paycheck raised eyebrows, both because of its sheer size and because Liberty Mutual is owned by its policyholders, rather than shareholders. Any surplus profits are supposed to go to policyholders, rather than executives, or be reinvested in the company.

This is a solid reminder that despite what carriers claim, the consumer is not the automatic benefactor of insurance pressure over the repair industry..."But Kelly's paycheck raised eyebrows, both because of its sheer size and because Liberty Mutual is owned by its policyholders, rather than shareholders. Any surplus profits are supposed to go to policyholders, rather than executives, or be reinvested in the company."

Just because a carrier is a mutual company, it does not ensure that all profit benefit reduced rates or returns to the policy holder, as some have claimed.

Source: www.collisionweek.com

Who Is Using Your Data Against You?

From focusing on Facebook and Google to investigating smartphones and GPD navigation systems, the national media has placed laser-like attention lately on consumer data privacy issues and the huge impact that they have on our daily lives. These days, it's important to consider how data is generated within our businesses, and how it is being used in ways we may have not realized.

Think back to the not-so-distant past. Correct me if I'm wrong, but I remember a time when, other than a few minor alterations like Labor Rates and materials, we could produce a reasonable repair plan with reasonably-experienced professionals involved. Is that the way business is done now? Today, it is less about who knows more about repairing the vehicle, or who knows most about the contents of the procedural rules of the estimating systems. In 2012, it comes down to who has the data and the checkbook.

You may wonder how this happened, or even *why* this happened. The answer is simple: We allowed the Information Providers (IPs) to harvest our information, free of charge, and use it in ways that benefit those who objectively aim to minimize claims costs. In fact, we didn't just give it away for free; we actually *pay* the IPs to use the very systems that collect this data from us, and which facilitate reports that measure us in every possible way imaginable. Now, when you write a repair plan, every single line item is captured, measured, compared and analyzed in comparison the *every other* line item written by *every other* shop in mere minutes. As a result, you may hear something like this: *"Your repair plan on a given vehicle has 'X' hours of refinish? Well, that's 'uncompetitive' because the average in your market is 'Y'. Through these data-driven cost containment targets, we want to get it down to 'Z'"*

The information can be presented in a manner that is all-inclusive of national numbers, or granular as in comparison to the market as broken down by zip code. It's as if all vehicles (and all accidents) were created the same, and the numbers those vehicles and repairs produce are the measurement of our ability to play the numbers game – or tag us with the calling card of the "difficult shop." In the real world, we understand that this is not the case. With all of the Information Providers now moving to Cloud/Internet based systems, every bit of your information now resides on their servers. This happens regardless of whether this is an insurance-pay or customer-pay job, and (potentially) regardless of whether your management system reflects the repair differently from the estimating system. In fact, while some management systems have drawn the line at items like measuring hours billed vs. hours worked or parts price discounts (all of which is internal business data), *other systems have not drawn that same distinction.*

In January, all three national trade associations (supported by WMABA) sent a public request to Audatex, CCC and Mitchell. The letter specifically sought removal of contractual clauses within the EULAs (End User License Agreements), which require permissive access to aggregate and collect end-user data as a point-of-sale requirement to purchase those programs. The associations requested that the IPs give the ability for repairers to OPT-IN or OPT-OUT of all data-collection programs when they are signing a contract with them. Keep in mind, if you use an electronic estimating system, you have already agreed in your current EULA to grant your IP access to use any and all data that they can conceive both now and in the future, as long as they de-personalize the information. As of this writing, none of the IPs have officially responded to the letter.

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We must keep in mind that we allowed this to happen. We have so many other issues that we handle each day that things like this fall below the radar. We all hope that *someone else* will take care of it, and fix the problem for us. Look at Google and the data that they continue to mine. Their data privacy policy has changed again, and people are finally noticing that this is *not* a good thing. As repairers, we need to realize this as well – and *clearly understand* that we are CLIENTS of the Information Providers. We pay them a lot of our hard-earned money each month! This is money that is becoming more difficult to earn, due in part to the pressures their analytics have put on our businesses. Until we say “NO,” we are only going to allow this problem to continue – and the issues will only get worse. I urge you to review any contractual agreement with your legal representative, call your product representatives at the IPs and ask them about the option to OPT-OUT of data collection.

Barry Dorn

President

Washington Metropolitan Auto Body Association (WMABA)

Source: Hammer & Dolly Magazine - April 2012 Issue

Reprinted courtesy of Thomas Greco Publishing

***The Auto Body Association of Connecticut would
like to welcome the following
NEW MEMBERS to the Association***

**McDermott Auto Group
East Haven, CT - Tanya Panuzo**

**Sherwin Williams Automotive Finishes
West Haven, CT - Stephen Haney**

**Weeks Automobile Corp
Danbury, CT - E.J. Belmont**

**Wreck Check Assessments of Boston
Mansfield, MA - Bob Collins**

Are you prepared for a visit from OSHA?

Have you ever walked into work on Monday morning and been greeted by an OSHA inspector? Have you ever stepped out to run an errand and received a frantic call from the shop, "OSHA just showed up and they would like to speak with you; how quickly can you get back here?"

As many shop owners in Connecticut already know, an unannounced OSHA inspection can be a harrowing experience if you aren't prepared.

In the past, OSHA inspections were almost always prompted by an employee complaint. In Connecticut, that appears to have changed. OSHA conducted more random inspections of CT body shops in the last year than in the previous 5 years combined. As a result of those inspections, fines issued to some individual shops have exceeded \$9,000.00.

Unless you don't mind paying that price, there has never been a better time to get serious about OSHA compliance. Take a look at your safety policies and employee training. Are you in good shape, or is there room for improvement? Investing some time to educate yourself and your staff will be the difference between a painless meeting with OSHA and a disastrous fine. Here are some tips to get you moving in the right direction:

An OSHA inspection typically has 3 phases.

1. **The opening conference.** OSHA will review the reason for the inspection and ask some preliminary questions to gauge your level of compliance. Having the right (or wrong) answers will certainly set the tone for the remainder of the visit. You will be asked for the following, as they were the 2 most frequently cited violations in body shops over the past 10 years:

- Respiratory Protection – 1910.134
 - A written policy
 - Annual employee training records
 - Current respirator fit test records
 - Medical evaluations of respirator users

- Hazard Communication - 1910.1200
 - A written policy
 - Annual employee training records
 - MSDS – are they readily available

2. **Facility inspection.** OSHA will complete a walk-through of your facility and conduct interviews with your employees. At this time, the inspector will test employee knowledge of your safety policies, ask for opinions about your commitment to their safety, and discuss the location and availability of items such as MSDS, respirators, and gloves. Common violations discovered

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in body shops include:

- Improperly stocked first aid kits
- Lack of compliant, maintained eyewashes
- Evidence of smoking
- Damaged electrical and extension cords
- Blocked electrical panels
- Unlabeled & open chemical containers
- Unsecured compressed gas cylinders
- Missing safety guards on equipment
- Poor housekeeping, especially in mixing rooms

3. **The audit review and consultation.** OSHA will conclude the visit by reviewing any violations discovered during the inspection, the extent of your rights, and the next steps. The inspector will not discuss monetary fines with you, those are determined at a later date.

It may take some time and commitment from you and your staff to gain a solid understanding of OSHA regulations, but it has become an essential part of your business. Remember, above all else these rules are designed to keep you and your employees healthy and safe.

If you have questions or concerns about OSHA compliance in your shop, don't hesitate to contact us. Environmental Risk Services (ERS) offers free, confidential advice to ABACT members.

Mike Lukas
ERS Safety Engineer
800-377-2707 x 108.
mlukas@erscompliance.com

FYI

Here's an interesting article encouraging insurers to update the manner in which they approach claims. Want to understand the pressure you and your shop's are feeling. This line says it all:

“In the U.S. property and casualty (P&C) industry, a mere two-percent improvement in loss costs would result in an \$11 billion annual increase in the bottom line.”

The Claims 'Playbook' Needs Updating **By Michael A. Costonis**

The industry has changed dramatically, but the playbook used by many claims organizations has barely been expanded. Only insurers with an “end-to-end, top-to-bottom” vision will achieve substantial gains. Learn how to develop new plays.

To find this article, go to www.propertycasualty360.com and in the “search” box type in, “The Claims Playbook Needs Updating”, and follow the link to the article.

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The goal of the ABAC News is to provide a forum for the free expression of ideas. The opinions and ideas appearing in this publication are not necessarily representations of the ABAC and should not be construed as legal advice.



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