

## WECA Utah Contractor Membership Application

I wish to apply for Contractor Membership with Western Electrical Contractors Association Inc. (WECA). If accepted into membership, I agree to abide by WECA bylaws and rules and regulations in force during my membership. I understand that, upon receipt of my application for membership, WECA may request a credit report to determine eligibility for membership.

| Corporate Name:  | Company Name:            |                                       |
|--|--------------------------|---------------------------------------|
| Address:   |                          |                                       |
| City:  | State:                   | ZIP:                                  |
| Mailing Address (if different from above):   |                          |                                       |
| City:  | State:                   | ZIP:                                  |
| Business Phone:  |                          |                                       |
| Website Adddress:  |                          |                                       |
| Contractor's License Number(s): Core   |                          | 4-digit                               |
| Employer Identification Number (EIN):  | (Required for            | Tax Reporting Purposes)               |
| Primary Scope of Work:   | rial 🗆 Residential       | Low Voltage                           |
| How did you hear about WECA? (check all that a   | apply): 🗆 WECA We        | bsite 🗆 Referred by:                  |
| Received Information by Mail  WECA Commu   | nication or Press Re     | elease 🗆 Political or Community Event |
| □ Google/Online Ad □ UT DOL Site □ Contacted   | d by WECA Staff $\Box$ C | Other:                                |
| Reasons for joining WECA (check all that apply):   | Apprenticeship           | Journeyperson Training                |
| <ul> <li>Industry Discounts - Community Involvement</li> <li>Legal and HR Assistance - Other (please specified)</li> </ul> |                          |                                       |
| Are there benefits or services we don't yet offer, w   | which would be use       | ful to you?                           |
| Authorized Representative Name:  |                          |                                       |
| Authorized Representative Signature:   |                          | Date:                                 |
| Recipients, Online Directory & Sign Listing,<br>mer  |                          | t                                     |

## Preferred Method of Contact Form

In an effort to "go green", WECA has configured its database to automatically send communications to Members based on their preferred method of contact (email or regular mail).

Please identify the correct contact information for each employee who should receive communications from WECA.

Examples of important communications include: student final grades, disciplinary letters, class notification letters, dispatches, Monthly Apprentice Hours Worksheets and Membership Invoice.

#### Mandatory

| Owner/President/Decision Maker:               |                          |  |
|---|--------------------------|--|
| Title:  | Email:                   |  |
| Mobile Number:                                | Phone Number:            | Ext:                                   |
| Mark only one Preferred Method of Contact:    | Email Mail (To B         | usiness Address on File)               |
| Check one or more:                            | oices 🗌 Newsletters/     | /E-Bulletins                           |
|   |                          |  |
| Company Name:                                 |                          |  |
| Primary Contact:                              |                          | Title:                                 |
| E-mail:                                       |                          | bile Number:                           |
| Phone Number:                                 |                          |  |
| Mark only one Preferred Method of Contact:    | Email Mail (To H         | Business Address on File)              |
| Check one or more:  Monthly Apprentice Hou    | ırs Worksheets & Remi    | nder Notices 🗌 Monthly Membership Dues |
| Invoices  Apprentice Progression & Disciplin  | e Letters 🗌 Dispatch F   | Forms 🗌 Newsletters/E-Bulletins        |
|   | Additional Staff (Ontion |  |
| 4   | Additional Staff (Option | <u>nai)</u>                            |
| Name  | Title:                   |  |
| E-mail:                                       |                          |  |
| Phone Number:                                 |                          |  |
| Mark only one Preferred Method of Contact:    |                          | Business Address on File)              |
| Check one or more: Monthly Apprentice Hou     | rs Worksheets & Remin    | nder Notices 🗌 Monthly Membership Dues |
| Invoices Apprentice Progression & Disciplin   |                          |  |
| Namo  | Title                    |  |
| Name<br>E-mail:                               | Ext:                     |  |
| Phone Number:                                 |                          |  |
| Mark only one Preferred Method of Contact:    | Email Mail (To B         | usiness Address on File)               |
| Check one or more:  Monthly Apprentice Hou    | rs Worksheets & Remir    | nder Notices 🗌 Monthly Membership Dues |
| Invoices Apprentice Progression & Disciplin   | e Letters 🛛 Dispatch F   | orms 🗆 Newsletters/E-Bulletins         |
|   | Title.                   |  |
| Name  |                          |  |
| E-mail:                                       | Ext:                     |  |
| Phone Number:                                 |                          |  |
| Mark only one Preferred Method of Contact:    |                          | usiness Address on File)               |
| Check one or more: Monthly Apprentice Hou     |                          |  |
| Invoices 🗌 Apprentice Progression & Disciplin | e Letters 📋 Dispatch F   | orms 📋 Newsletters/E-Bulletins         |

### **Additional Company Locations**

To better serve all your membership please list the STREET ADDRESS, CITY & STATE for all of the locations where you currently do business (throughout the nation)

### You May Omit the Primary Address on the Application

| Address 1: |        |      |       |     |
|------------|--------|------|-------|-----|
|            | Street | City | State | Zip |
| Address 2: |        |      |       |     |
|            | Street | City | State | Zip |
| Address 3: |        |      |       |     |
|            | Street | City | State | Zip |
| Address 4: |        |      |       |     |
|            | Street | City | State | Zip |
| Address 5: |        |      |       |     |
|            | Street | City | State | Zip |

### Additional Company Recipients of WECA Newsletters and e-Bulletins

We recognize that there are additional employees who would benefit from receiving news and industry updates from us.

Please identify the contact information for each employee who should receive WECA's e-Newsletters which center on industry, legal, political, and training news.

| Company Name:    |           |  |
|------------------|-----------|--|
| Employee Name 1: | E-mail 1: |  |
| Employee Name 2: | E-mail 2: |  |
| Employee Name 3: | E-mail 3: |  |
| Employee Name 4: | E-mail 4: |  |
| Employee Name 5: | E-mail: 5 |  |

PLEASE MAKE ADDITIONAL COPIES AS NEEDED

### UTAH MONTHLY MEMBERSHIP DUES

WECA monthly membership dues are based on your company's prior year's gross annual sales in Utah.

### Please click on your dues selection in the right column.

| Previous Year's Gross Sales Volume in Utah | Total Monthly Dues |
|--|--------------------|
| Emerging                                   | \$40.00            |
| \$0 - \$150,000                            | \$70.00            |
| \$150,001 - \$250,000                      | \$100.00           |
| \$250,001 - \$500,000                      | \$185.00           |
| \$500,001 - \$700,000                      | \$250.00           |
| \$700,001 - \$1,000,000                    | \$310.00           |
| \$1,000,001 - \$2,000,000                  | \$370.00           |
| \$2,000,001 - \$3,000,000                  | \$430.00           |
| \$3,000,001 - \$4,000,000                  | \$500.00           |
| \$4,000,001 - \$5,000,000                  | \$570.00           |
| \$5,000,001 - \$10,000,000                 | \$630.00           |
| \$10,000,001 - \$20,000,000                | \$660.00           |
| \$20,000,001 - \$50,000,000                | \$725.00           |
| \$50,000,001 - \$100,000,000               | \$745.00           |
| \$100,000,001 - \$150,000,000              | \$865.00           |
| \$150,000,001 - \$200,000,000              | \$900.00           |
| \$200,000,001+                             | \$930.00           |

\*<u>Emerging Contractor Member Category</u>: Offered to Utah electrical contractors formed within the **past two years** with an annual sales volume of less than \$250,000. To take advantage of this special category, please contact WECA membership (<u>membership@goweca.com or call 877-444-9322</u>)

WECA Dues are not considered charitable contributions for Federal Income Tax purposes, but <u>MAY</u> be considered ordinary and necessary business expenses. Please consult your tax advisor for guidance.

All members must comply with WECA's Billing and Collection Policies (included in the WECA Member Handbook). Dues are invoiced the week prior to the 1st of each month and are payable by the 15th of each invoiced month.

| Company Name:                        |
|--------------------------------------|
| Authorized Representative Name:      |
| Title:                               |
| Authorized Representative Signature: |
| Date:                                |
| Membership Start Date:               |
|                                      |

### Memberships become effective on the 1st of every month

Please provide the following information which will only be used for statistical purposes:



# **Online Directory and Sign Listing Release Form**

An important WECA membership benefit is a free listing in our Online Membership Directory located on our website at <u>www.goweca.com</u>. We will list your company name, logo, a link to your company website and any message you would like to convey to WECA's website visitors. In addition, we will post a large sign with your company name and logo in our relevant state headquarters training facility for the general public and students to view.

To take advantage of this great advertising offer, please submit the following information (electronic format only) to <u>info@goweca.com</u>:

- Company logo (preferred formats are .eps, .ai or .tiff files)
- Company website address
- Text (up to 80 words) for your personalized Directory listing message
- This signed release form may be scanned to <u>membership@goweca.com</u>

By signing below, you are acting as an authorized representative of your company to give WECA permission to display your company's name, location, logo and website link in the Online Member Directory and WECA's headquarters facility.

Company Name: \_\_\_\_\_

Authorized Representative Signature:

Date:



## **Wage and Fringe Benefit Information**

## WECA Apprenticeship & Training Committee Waiver and Release

As a courtesy to our members, the WECA Apprenticeship & Training Committee provides general information about the wages and fringe benefits that WECA apprentices are to be paid while working on contracts covered by the Federal Davis Bacon Act. It must be understood, however, that it is the sole and exclusive legal responsibility of the employing Contractor to ascertain and pay the correct wages rates and fringe benefits.

There is important information that must be evaluated in determining the correct wage rates and fringe benefits to be paid apprentices. This information is in the possession of the employing Contractor or the employing Contractor can obtain such information, including, for example, the proper Federal Wage coverages. WECA is not in a position to obtain this information and cannot be responsible for gathering information for an employing Contractor.

Consequently, your participation in the WECA program is conditioned upon your acknowledgement and agreement of the following:

> 1. As the employing Contractor, you are solely and exclusively responsible for obtaining and paying the correct wages and fringe benefits to apprentices dispatched to you:

> 2. WECA is not legally responsible for providing you with accurate wage and fringe benefit information for employment of apprentices; and

> 3. As the employing Contractor, you waive and release WECA, its trustees, officers, employees, agents and representatives from any and all losses, damages or claims arising out of any wage or fringe benefit information WECA provides to you including any claims dealing with penalties, debarment or other direct or indirect losses or damages resulting from your noncompliance with federal wage law.

I have read the foregoing Waiver and Release, and based upon the consideration of my continued participation in the WECA program, I fully and voluntarily agree to its terms.

Company Name:

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **Appendix D**

# **EMPLOYER ACCEPTANCE AGREEMENT**

# ADOPTED BY

## WESTERN ELECTRICAL CONTRACTORS ASSOCIATION, INC. APPRENTICESHIP & TRAINING COMMITTEE (WECA) UTAH

DEVELOPED IN COOPERATION WITH THE U. S. DEPARTMENT OF LABOR OFFICE OF APPRENTICESHIP

Electrician

Page | D-1



# Appendix D

### **1. MINIMUM QUALIFICATIONS**

In addition to these qualifications as listed in the Apprenticeship Standards document:

- There is an educational requirement of <u>a High School Diploma or GED (General</u> <u>Education Degree)</u>, High School Proficiency Certificate, a College Diploma or equivalent <u>education</u>.
- ☑ There is a physical requirement of being able to perform all aspects of the occupation with/without AMA accommodation, and without posing a direct threat to the health and safety of the individual or others. Applicants will pass a color identification and drug test at no cost to the applicant on acceptance into the program and prior to being employed.

### Apprentices must also meet these minimum qualifications:

All applicants meeting the minimum qualifications set forth above shall be scheduled to participate in the Basic Skills and Multi-Craft exams administered by the WECA Apprenticeship Committee or its delegated representatives. Applicants will be notified in writing of the date, time and locations of the exam and notice shall be given at least 5 working days in advance of exam date.

### 2. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on either a percentage or a dollar amount of the current hourly journeyworker wage rate, which is: \$26.00.

4 Year Time-Based

| 1st | 1000 hours & 72 RSI = 50% |
|-----|---------------------------|
| 3rd | 1000 hours & 72 RSI = 60% |
| 5th | 1000 hours & 72 RSI = 70% |
| 7th | 1000 hours & 72 RSI= 80%  |

2nd1000 hours and 72 RSI =55%4th1000 hours and 72 RSI= 65%6th1000 hours and 72 RSI= 75%8th1000 hours and 72 RSI= 85%



## **EMPLOYER ACCEPTANCE AGREEMENT**

The undersigned employer hereby subscribes to the provisions of the Apprenticeship Standards formulated and registered by <u>Western Electrical Contractors Association, Inc.</u> <u>Apprenticeship & Training Committee (WECA) Utah</u> and agree(s) to carry out the intent and purpose of said Standards for <u>Electrician</u> and accompanying Appendices and to abide by the rules and decisions of the Sponsor established under these Apprenticeship Standards. The undersigned Contractor has been furnished a copy of the Standards and have read and understood them, and request certification to train apprentices under the provisions of these Standards. On-the-job, the apprentice is hereby assured qualified training personnel and adequate supervision during the apprenticeship. The training should follow the approved Work Process Schedule and Related Instruction Outline including the rotation of tasks. The employer further agrees to follow the selection procedures per the approved Standards or develop alternative selection procedures in the Employer Acceptance Agreement that are consistent with the requirements set forth in 29 CFR § 30.10(b). This employer acceptance agreement will remain in effect until canceled voluntarily or revoked by the Sponsor, Employer or the Office of Apprenticeship.

## Participating Employer Agreement – WECA Apprenticeship Program Standards and Rules & Regulations; and WECA Apprentice and Training Trust.

The undersigned contractor ("Contractor") hereby requests to be admitted as a participating employer in the WECA-related employee benefit trusts elected by the Contractor below ("WECA Trusts") in this agreement (the "Agreement"). The undersigned contractor ("Contractor") agrees to comply with the Apprenticeship Program Standards and Rules & Regulations in effect or as amended from time to time. Contractor understands that the WECA Unilateral Apprenticeship Committee reserves the right to cancel this agreement if Contractor fails to comply.

In consideration of the mutual promises and covenants contained in this Agreement, including any matters described in any exhibit, addendum, appendix, fee schedule or other document related to this Agreement, Contractor and WECA Trusts agree as follows:

(a) <u>Election to Participate in WECA Trusts</u>. Contractor elects the WECA Apprentice and Training Trust and by such election agrees to be bound by the terms of such trust documents and plan documents governing such WECA Trust and its related employee benefit plans.



- (b) The Contractor must be (and remain) a member of WECA and have executed an agreement to that effect in the form provided by WECA.
- (c) <u>Duration of Participation</u>. Contractor further understands and agrees that the terms of this Agreement shall apply as of the participation effective date specified by the WECA Trust and the Contractor's obligations hereunder shall continue in effect as long as the Contractor remains a participating employer in the WECA Trust, subject, however to sooner termination on the first day of the calendar month next following one of the following events:
  - At least 30 days prior written notice of termination to the Trustees of the applicable WECA Trust (the "Trustees"); or
  - 2) Ceasing to be a member of WECA; or
  - 3) By the Trustees giving at least ninety days' prior written notice of termination to the Contractor at the last known address on file with the WECA Trust; provided that the Trustees shall only be required to give thirty days' notice if the Contractor is delinquent in the payment of any contributions to the Trust for any employee;
- (d) <u>Contributions</u>: The undersigned Contractor further agrees to make Plan contributions for its eligible Apprentices in the amounts stated in the appropriate WECA Handbook, or as specified by the WECA ATT Trustees.
- (e) Hold Harmless. Contractor agrees to indemnify, defend, and hold harmless the WECA Trust, the Trustees, the third party administrator (TPA), their respective officers, directors, employees, representatives, and agents, including but not limited to the Western Electrical Contractor Association (WECA), WECA Apprenticeship Training Trust, WECA Apprenticeship Training Committee, trustees, directors, employees, representatives, and agents, from and against any and all claims, suits, actions, liabilities, losses, damages, charges, expenses, judgments, and settlements including attorney's fees and costs (collectively, "Losses") that Contractor has incurred or suffered as a result of any act or omission of Contractor in connection with this Agreement whether sounding in tort, contract, or other basis of law. Contractor acknowledges and agrees that Contractor has the sole and exclusive responsibility to ensure that its employees are enrolled in (or are offered) the coverage offered by the Trust and for complying with any applicable law and any applicable policy applicable to the Contractor, including any provision that requires the provision or offering of such coverage, including but not limited to Section 4980H of the Internal Revenue Code, as amended (and any implementing regulations) and for meeting any requirement applicable to such coverage, including any reporting obligations, including but not limited to Section 6056 of the Internal Revenue Code, as amended. Contractor acknowledges and agrees that neither the WECA Trusts nor its Trustees, officers, directors, employee's representatives, or agents shall be responsible or liable for any losses incurred by Contractor or for Contractor's obligation to comply with any applicable law. The remedies provided in this section are not exclusive and equitable remedies, if necessary are permitted. This section shall survive and continue in full force and effect after the expiration of this Agreement.



- (f) <u>Terms</u>. The Contractor shall be bound by terms and conditions of the trust document governing the applicable WECA Trust elected by the Contractor and the related plan documents governing the employee benefit plan sponsored by such WECA Trust.
- (g) Harassment Training: Contractor agrees that all supervisors, forepersons, journeypersons and others who work regularly with WECA apprentices will attend anti-harassment training in compliance with 29 C.F.R. 30.3 and will certify such compliance as required by WECA.

This Agreement shall become binding and effective without further act of the Contractor, upon its execution by an authorized representative of the Trustees. The effective date of the Contractors participation for Covered Employees shall be the date entered immediately above the signature of such authorized representative of the Trustees.

| (Print Name of Contractor Representative) | (Print Name of Sponsor Representative) |  |
|---|--|--|
| Signed:                                   | Signed:                                |  |
| (On Behalf of Contactor)                  | (On Behalf of Sponsor)                 |  |
| Date:                                     | Date:                                  |  |
| Employer Title:                           |  |  |
| Name of Contractor:                       |  |  |
| Address:                                  |  |  |
| City/State/Zip Code:                      |  |  |
| Phone Number:                             |  |  |
| Fax:                                      |  |  |
| Email:                                    |  |  |
| cc: Registration Agency                   |  |  |