



International Kitchen Exhaust Cleaning Association Policies and Procedures As of 11/15/16

I. Membership

1. All members in IKECA must agree to abide by all governing documents of IKECA, including the Bylaws, Standards and Practices, and Policies & Procedures upon submitting a membership application.
2. Active Members who use sub-contractors may not infer IKECA membership or IKECA certification for any work performed by non-IKECA members.
3. Membership is renewable on an annual basis:
 - a) Payment of annual membership dues must be received at IKECA Headquarters no later than March 1 or any other deadline approved by the board of directors and published to members.
 - b) Members who are delinquent in payment of their membership renewal after March 1 or the published deadline, will be marked as pending and will be dropped from membership prior to the next renewal period, and forfeit all rights and privileges including the use of the IKECA logo.
4. Membership Eligibility Requirement Compliance:
 - a) Any Active North American who fails to update the required insurance information and/or maintain the required certification shall be **SUSPENDED** for up to ninety (90) days or until appropriate requirements are updated.
 - b) During this time, the member shall be removed from the IKECA website directory.
 - c) If, at the end of ninety (90) days, the member has not provided the required insurance documentation, or failed to renew their certification (CECS or higher), membership shall be terminated and all privileges of membership will be revoked, including the use of the IKECA logo.

II. Membership Classifications and Requirements

1. **Active North American Members**
 - a) Defined as those companies that provide cleaning services of kitchen exhaust systems located in North America*.
 - b) Annual dues will be \$925.00 USD per year and pro-rated in the second year of membership for members who join after January.
 - c) Active North American Members are authorized to use the IKECA logo on promotional and marketing materials.
 - d) Active North American Members receive a listing in the online IKECA membership directory.
 - e) Active North American Members are eligible for leads generated through the IKECA website.
 - f) In order to maintain Membership Eligibility, Active North American Members are required to provide proof of:
 - i. A minimum of \$2,000,000 in Liability and Completed Operations insurance coverage.
 - ii. Workers' Compensation coverage. The requirement for workers' compensation coverage applies to all applicants, including sole proprietorships with no salaried employees and companies that subcontract their labor through a third-party staffing agency. No exceptions to this policy will be considered for companies doing business in North America.
 - iii. Vehicle insurance.
 - iv. Where applicable – all members shall notify insurers to add IKECA to any/all Notices of Cancellation.
 - v. Members are required to update their insurance information with IKECA. Failure to do so will result in the Member's status being changed to Pending.
 - g) Active North American Members are required to maintain at least one CECS or CESI certified employee.
 - h) Active North American Members are required to pay annual membership dues/assessments as prescribed by the IKECA board of directors (See Section IV).
 - i) Active North American Members have member voting privileges.

**North America includes the United States and its territories, Canada, and Mexico. All other countries in North America are eligible for Active International Membership.*

2. **Active International Members**

- a) Defined as those companies that provide cleaning services of kitchen exhaust systems located in outside of North America.

- b) Annual dues will be \$925.00 USD per year and pro-rated in the second year of membership for members who join after January.
- c) Active International Members are authorized to use the IKECA logo on promotional and marketing materials.
- d) Active International Members receive a listing in the online IKECA membership directory.
- e) Active International Members are eligible for leads generated through the IKECA website.
- f) Active International Members are required to pay annual membership dues/assessments as prescribed by the IKECA board of directors (See Section IX).
- g) Active International Members are exempt from certification and insurance requirements.
- h) Active International Members have member voting privileges.

3. **Associate Members**

- a) Defined as companies that manufacture equipment or supplies, or provide ancillary services to the kitchen exhaust cleaning industry.
- b) Annual dues will be \$925.00 USD per year and pro-rated in the second year of membership for members who join after January.
- c) Associate Members are required to pay annual membership dues/assessments as prescribed by the IKECA board of directors (See Section IX).
- d) Associate Members are authorized to use the IKECA logo on promotional and marketing materials.
- e) Associate Members receive a listing in the online IKECA membership directory.
- f) Associate Members are eligible for leads generated through the IKECA website.
- g) AHJ Members are exempt from certification and insurance requirements.
- h) Associate Members do not have member voting privileges.

4. **Authorities Having Jurisdiction (AHJs) Members**

- a) Defined as publically funded officials with authority to set and regulate local standards on kitchen exhaust cleaning and inspection.
- b) There is no fee for this membership class; membership is provided on a complimentary basis.
- c) AHJ Members shall be listed in the online IKECA membership directory.
- d) AHJ Members are exempt from certification and insurance requirements.
- e) AHJ Members do not have member voting privileges.

5. **Food Service Industry Members**

- a) Defined as for-profit entities comprised of facility managers, restaurants, hospitals, universities, and other related organizations that qualify as end-users of kitchen exhaust systems.
- b) There is no fee for this membership class; membership is provided on a complimentary basis.
- c) Food Service Industry Members shall have a listing in the online IKECA membership directory.
- d) Food Service Industry Members are exempt from certification and insurance requirements.
- e) Food Service Industry Members do not have voting privileges.

III. **Advertising Opportunities for Active Members**

- 1. Active members in good standing may voluntarily list either branch locations or service areas for an additional fee. Listings will be available in IKECA's online membership directory.
- 2. **Branch locations** are defined as satellite locations of the corporate office and are not separately incorporated. The physical address will be listed using the corporate company name.
- 3. **Service areas** are those that a member may travel to conduct work but there is no physical office.
- 4. All listings will be available for search by state.
- 5. Listing price for both branch locations and service areas are \$250 each.
- 6. Discounts are available as follows for those companies that have additional employees certified.

IV. **Application Process, Fees and Compliance**

- 1. Application fees of \$250.00 are non-refundable.

- a) AHJ's shall be exempt from any application fee requirements.
- b) Food Service Industry Members shall be exempt from any application fee requirements.
- 2. All Active North American member applicants MUST submit the following materials:
 - a) Completed Membership Application, including application fee and membership dues for first year.
 - b) Completed CECS or CESI Examination Application, including CECS or CESI examination fees.
 - c) Proofs of insurance for:
 - i. General Liability
 - ii. Vehicle
 - iii. Workers' Compensation
 - d) Failure to meet membership eligibility requirements within 90 days from the application date will result in the forfeiture of the application fee.
- 3. Once all application materials are received, the application will be reviewed by the Management Team to ensure all requirements have been met and the applicant qualifies.
- 4. Upon successfully passing either the CECS or CESI exam and submitting all required materials and fees, the Management Team will inform the new member of their approved status in the form of a new member packet.
- 5. All Associate, AHJ, and Food Service Industry applicants MUST submit the following materials:
 - a) Completed Membership Application
 - b) Associate Members are subject to all fees including the application fee.
- 6. Applicants will be notified of the application status within sixty (60) days AFTER all materials are received and certification (where required) is verified.
- 7. No applicant will be considered a member of the Association until all criteria are met and a determination is made and communicated.
- 8. Should a company fail to meet qualifications of membership and wish to discontinue the process, the membership fee of \$925.00 shall be refunded to the company only when a written request has been received by IKECA Headquarters within 30 days of communicating the decision not to move forward with membership.
- 9. To change the name of a company holding a current membership in IKECA, an initial request in writing must be submitted to IKECA Headquarters; upon submitting the necessary documentation (name change form and updated insurance information), as well as \$25.00 USD administrative fee, the name change will be implemented.
- 10. Any applicant who has violated the trademark of the IKECA logo (use of the logo without current membership), for which there was an actual finding, may be prevented from joining for a period of two (2) years past the date of the finding.
- 11. Members who use sub-contractors may not infer IKECA membership or IKECA certification for any work performed by non-IKECA members.

V. Certification and Designation

- 1. IKECA provides certification and designation programs for interested member and nonmember company employees.
- 2. All Certifications and designations are transferable between companies provided that IKECA is notified in writing of such a change. Failure to notify IKECA in writing may result in voiding of any certifications held by the individual.
- 3. Certifications and Designations are renewable as noted below. Failure to renew within ninety (90) days of the anniversary date may result in the revocation of the Certification or Designation.

VI. Certification and Designation Classifications

- 1. **Certified Exhaust Cleaning Specialist (CECS)**
 - i. All IKECA Active North American member companies must have a CECS (or higher) on staff.
 - ii. Certification is issued in the name of the individual who passed the CECS Examination, not the company.
 - iii. Should the individual who obtained the CECS certification leave the employ of the company, the member will have ninety (90) days in which to replace the certified individual to maintain membership compliance.
- a) The CECS examination is available through two methods:
 - i. The examination is administered at both IKECA Annual Meeting and Technical Seminar events.
 - ii. Arrangements may be made to have the exam administered through a pre-approved, private third-party proctor.

- b) Exam applications must be received not less than 15 days in advance of the examination date and must be accompanied by appropriate fees; member rates will prevail for any certification application submitted with a membership application and appropriate fees.
- c) A score of 70% or better on the examination is considered passing for CECS certification.
- d) Candidates who pass the CECS examination will be issued a certificate and ID card which is valid for a period of one (1) year.
- e) CECS certification is renewable every year on the certification anniversary date. Those who have met the requisite continuing education units (CEUs) required may submit a renewal application in addition to the renewal fee. Or, the candidate may elect to re-take the CECS Examination at the prevailing membership rate.
- f) Maintaining an active certification status is the responsibly of the certified individual.

2. Certified Exhaust Cleaning Technician (CECT)

- a) Certification as a CECT is a voluntary certification program offered by IKECA.
- b) Certification is issued in the name of the individual who passed the CECT exam, not the company.
- c) The CECT examination is available two several methods:
 - i. The test is administered at both IKECA Annual Meeting and Technical Seminar events.
 - ii. Arrangements may be made to have the exam administered through a pre-approved, private third-party proctor.
- d) Exam applications must be received not less than 15 days in advance of the examination date and must be accompanied by appropriate fees.
- e) A score of 70% or better on the examination is considered passing for CECT certification.
- f) Candidates who pass the CECT examination will be issued a certificate and ID card which is valid for a period of two (2) years.
- g) CECT certification is renewable every other year on the certification anniversary date. Those who have met the requisite continuing education units (CEUs) required may submit a renewal application in addition to the renewal fee. Or, the candidate may elect to re-take the CECT Examination at the prevailing membership rate.
- h) Maintaining an active certification status is the responsibly of the certified individual.

3. Certified Exhaust System Inspector (CESI)

- a) Certification as a CESI is a voluntary certification program offered by IKECA.
- i) Certification is issued in the name of the individual who passed the CESI exam, not the company.
- b) The CESI examination is available through two methods:
 - i. The test is administered at both IKECA Annual Meeting and Technical Seminar events.
 - ii. Arrangements may be made to have the exam administered through a private third-party proctor.
- c) Exam applications must be received not less than 15 days in advance of the examination date and must be accompanied by appropriate fees.
- d) A score of 75% or better on the examination is considered passing for CESI certification.
- e) Candidates who pass the CESI examination will be issued a certificate and ID card which is valid for a period of two (2) years.
- f) CESI certification is renewable every other year on the certification anniversary date. Those who have met the requisite continuing education units (CEUs) required may submit a renewal application in addition to the renewal fee. Or, the candidate may elect to re-take the CESI Examination at the prevailing membership rate.
- g) Maintaining an active certification status is the responsibly of the certified individual.

4. Professional Exhaust Cleaning Technician (PECT)

- a) Designation as a Professional Exhaust Cleaning Technician (PECT) is a voluntary program offered by IKECA to members only.
- b) The PECT designation is issued in the name of the individual who passed the PECT exam, not the company.
- c) The PECT designation is not a certification, but a designation awarded to technicians.
- d) Promotion of PECT as a certification is strictly prohibited.
- e) A score of 70% or better on the PECT examination is considered passing.
- f) Candidates who pass the PECT examinations are granted a PECT designation, issued a certificate and two uniform patches, which is valid for a period of three (3) years.

- g) PECT designation is renewable every three (3) years on the anniversary date. Those interested in maintaining the PECT designation may submit the renewal fee in order to maintain the designation. Or, the candidate may elect to re-take the PECT Examination at the prevailing rate.
- h) Maintaining an active designation is the responsibility of the certified individual.

VII. Complaint and Appeal Procedures

1. A complaint lodged against a member of IKECA must be filed in writing and directed to IKECA Headquarters.
2. Only complaints filed by customers and AHJs will be considered. Complaints by other members are not subject to investigation by IKECA.
3. Upon receipt of the complaint, the member against whom the complaint was lodged shall be promptly notified of its receipt by IKECA and provided a copy of the complaint. The member shall have ten (10) days from the date of the receipt of the complaint in which to respond in writing to IKECA Headquarters with any comments regarding the complaint.
4. The complaint and member's response will be referred to the Governance Committee and is subject to review by the IKECA board of directors.
5. If the member is found to be at fault, they will be given an opportunity to correct the situation. Should the member at fault be unable or unwilling to resolve the problem for the customer, the member is subject to disciplinary action by the IKECA board of directors, including probation or expulsion from membership.
6. Any decisions by the IKECA board of directors regarding disciplinary action against a member may be appealed by the member. Appeals must be filed in writing and directed to IKECA Headquarters and will be addressed at the next board of directors meeting. The member may be invited to a board meeting to present his/her case. Should the issue be of a critical time-sensitive nature, the board of directors may elect to hold a special meeting to review the situation.
7. Following a member's appeal, the board of directors shall render an opinion on the matter, within a reasonable period of time, which shall be final and binding.
8. If a member fails to comply with the directives issued by the board of directors in regard to a complaint, they are subject to dismissal from IKECA membership.

VIII. Disciplinary Action

1. The board of directors may, at its discretion, determine a form of disciplinary action to be taken against a member for just cause:
 - a) This would include any conduct or act which violates the rules and regulations of IKECA or is deemed to have an adverse effect on the association.
 - b) Disciplinary action may be in the form of a warning, fine or assessment, probation, or expulsion from membership.
 - c) The degree of discipline imposed by the board of directors shall depend on the severity of the infraction and the past record of the member, and shall be in addition to any corrective measures issued by the Board.
2. Probation may be imposed upon a member found to be at fault, for a period of time determined by the IKECA board of directors, not to exceed a period of two (2) years whenever an IKECA directed inspection is to take place.
3. If the complaint filed by a customer involves compliance with any applicable codes/ standards by an IKECA member company and the alleged offender is unwilling or unable to satisfy the customer's complaint then the following action is to commence:
 - a) The member company in question will be placed on probation for a period of (twelve) 12 months from the date IKECA's board of directors elects to place said company on probation.
 - b) The member company in question shall provide to IKECA Headquarters a consecutive numerical listing of all invoices or work orders completed within the previous two weeks of each IKECA inspection for each location cited in the initial complaint:
 - i. The IKECA board will designate a CESI from a member company to act as an onsite inspector.
 - ii. The designated inspector shall belong to an Active Member company located no less than a 500 radius from the probatory member and/or outside of the probatory member's service area; and that said inspector shall sign a two-year geographical non-compete agreement and shall send a copy of this agreement to be housed at IKECA Headquarters.
 - iii. The designated inspector will be responsible for performing three unannounced job site inspections.
 - iv. The inspector will follow such protocols and procedures developed by the IKECA Governance Committee to include, but not be limited to:

1. Photo documentation of all sites in question with proper time dating and documentation procedures.
 2. Completion of an inspection report for each job site in question:
 - a) These findings will be forwarded to the IKECA Governance Committee Chair for review.
 - b) The Chair shall report his/her findings to the board of directors for review with a recommendation on how to proceed.
 - iv. If the board of directors feel the Governance Committees findings show the offending members company is qualified to clean to applicable codes/standards than said company shall be reinstated to full IKECA member status.
 - v. If the board of directors feels said member is unable or unwilling to clean kitchen exhaust systems to applicable codes/standards than said member shall be terminated from IKECA membership. At that time, certifications of involved parties may be revoked.
 - vi. Former members who have been removed from membership for this violation of IKECA membership shall be allowed to rejoin IKECA through normal enrollment procedure after a period of two (2) years.
4. Members on probation will be required to:
 - a) Submit monthly job reports to IKECA Headquarters, listing the name and location of the job, project size, and contact information for the owner, or project manager.
 - b) Monthly reports will be due at IKECA Headquarters no later than the 15th of the following month.
 - c) During a member's probationary period, the IKECA board of directors may select any project performed by the probationary member for inspection by an official representative of IKECA.
 5. If a member fails to comply with the directives issued by the board of directors in regard to any form of disciplinary action, membership is subject to termination.
 6. If membership is terminated for any reason, membership certificates and identification cards must be returned to IKECA Headquarters within fifteen (15) days of the date their membership was terminated. Use of the federally trademarked IKECA logo shall be unauthorized, any marketing and promotional collateral, websites, business cards, etc. and inspection and/or hood stickers with the IKECA logo must be discontinued for use immediately.

IX. Reinstatement of Membership

1. Membership terminated for non-renewal will require a new application in order to re-join the association; an application for membership, the application fee and full membership fees, as well and re-taking the required certification examination (if applicable, only if certification has lapsed) must be submitted.
2. Membership terminated by the IKECA board of directors for misconduct or failure to abide by IKECA's Standards and Practices shall be required to wait a period of at least one (1) year before re-applying for membership.
3. The company will be required to submit adequate proof that it is able to fully perform work in accordance with industry codes and guidelines and will abide by the IKECA Standards and Practices.
4. Reacceptance as a Member of IKECA may also include a probationary period as a condition of membership.

X. Annual Dues and Invoicing

1. All Member companies will be invoiced annually according to the dues structure outlined in Section II.
2. Members who join after January are subject to payment of the full membership fees; membership is prorated in the second year of membership based on the join date.
3. An invoice shall be issued to member companies beginning in November for the following year's dues; monthly reminders will be sent to the key contact.
4. Member companies who fail to pay dues invoices in full by MARCH 1 (or other date as published and approved by the board) will be assessed a \$150 late fee for payments received between MARCH 1 and NOVEMBER 1, when the following year's dues invoicing takes place.
5. As of APRIL 1, members who have not submitted payment will be notified by certified mail that they have been suspended from the membership. After November 1, a notice of membership termination will be sent both via email and hard copy letter via certified mail.

XI. Regional Initiatives

1. IKECA will, as an organization, make every effort to reach out and provide education and guidance to municipalities who request it. In the event that an IKECA member or members are located in or near any such municipalities, and the municipality requests IKECA's assistance in developing regulations or legislation with regards to the commercial kitchen exhaust cleaning industry, the following guidelines will apply:
 - a) IKECA Management Team will notify the IKECA board of directors of any such inquiry.
 - b) IKECA Management Team will facilitate the process between the municipality and the designated volunteer leader to develop a program that meets their individual needs.
2. IKECA understands that there is an inherent conflict of interest to involve local members on regulatory matters that impact their businesses and will act at all times for the interests of the entire membership and to improve the industry. No member will have undue influence on the process and all members agree to allow IKECA to act on their behalf in such instances, regardless of previous efforts with any municipality or AHJ.