**Process for Becoming Signatory to the Voice-Data-Video National Agreement**

A request to become signatory to the VDVNA requires two forms: the “Letter of Assent” and the “Bond Form.” Use of the agreement will require notice to the IBEW though a “Job Notification Form” (see #6 below) when work is performed outside of the contractor’s base local jurisdiction. Contractors wishing to utilize the VDVNA can obtain these forms from the NECA Website or by contacting the IBEW Construction Department.

1. The employer completes and signs five copies of the Letter of Assent.

2. The employer has his bonding agent complete and sign the Bond Form as specified in Section 3.05 of the agreement.

3. The employer sends the five signed copies of the Letter of Assent together with the executed Bond Form to the IBEW Construction Department at the address shown on the Letter of Assent.

4. Once approved, the International President countersigns each assent and sends one copy to the contractor, one to the appropriate IBEW Vice President, one to the base local union, and one to the corresponding NECA chapter, and retains one for the Construction and Maintenance Department’s files.

5. Upon receipt of the countersigned Letter of Assent, the employer may use the agreement.

6. Section 6.05 of the agreement requires the employer to notify the IBEW prior to commencing work on each job outside the jurisdiction of the base local union using the “Job Notification Form.”

7. The contractor must follow up with the IBEW Construction Department if the Letters of Assent have not been returned in a reasonable period of time.

9/2019
LETTER OF ASSENT TO THE VOICE-DATA-VIDEO NATIONAL AGREEMENT

This is to certify that the undersigned employer has examined a copy of the current Voice-Data-Video National Agreement (the Agreement) between the National Electrical Contractors Association, Inc. (NECA) and the International Brotherhood of Electrical Workers® (IBEW®).

In signing this letter of assent, the undersigned firm (Employer) does hereby authorize NECA as its collective bargaining representative for all matters contained in or pertaining to the Agreement or any subsequent amendments thereto. The Employer also hereby agrees to comply with all of the provisions contained in the Agreement and all subsequent amendments thereto. It is understood that signing this letter of assent shall be as binding on the Employer as though he has signed the Agreement. The Employer agrees that if a majority of its employees authorize the IBEW to represent them in collective bargaining, the Employer will recognize the IBEW as the NLRA Section 9(a) collective bargaining agent for all employees performing voice-data-video work within the jurisdiction of the IBEW on all present and future jobs.

This letter of assent shall become effective for the Employer upon receipt by the Employer of a copy of this assent approved by the IBEW and shall continue in effect until terminated by the Employer giving written notice to the international office of the IBEW and the national office of NECA at least one hundred and fifty (150) days prior to the then current anniversary date of the Agreement.

For Approval, five completed and signed copies of this assent must be submitted to:
IBEW, Construction & Maintenance Department, 900 Seventh Street, N.W., Washington, D.C. 20001

Name of Firm: __________________________________________________________
Street Address: __________________________________________________________
City: ____________________________ State: _________ Zip Code: ________
Federal Employer Identification No: ____________________________
Home (Base) NECA Chapter _________________________________________________________
Home (Base) IBEW Local Union ________________

Signed for the Employer
Signature: ________________________________
Print Name: ________________________________
Title: ____________________________________
Date: __________________

For Termination, pursuant to paragraph 3, notice of an intent to terminate this assent must be sent to:
IBEW, Construction & Maintenance Department, 900 Seventh Street, N.W., Washington, D.C. 20001
and to:
NECA, Attn: Labor Relations, 3 Bethesda Metro Center, Suite 1100, Bethesda, MD 20814
Any change of address on the part of IBEW or NECA in the future does not relieve the contractor from his duty to timely notify the parties of his intent to terminate this letter.

In accordance with the Orders issued by the United States District Court for the District of Maryland on October 10, 1980 in Civil Action HM-77-1302, if the employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the Agreement requiring payment into the National Electrical Industry Fund, unless the above Order of Court shall be stayed, reversed on appeal, or otherwise nullified.

Approved by the IBEW

9/05
KNOW ALL PERSONS BY THESE PRESENTS, that we

(Name and Address of Principal)

as Principal and ____________________________________________

(Name of Surety)

are held and firmly bound unto the International Brotherhood of Electrical Workers®, AFL-CIO (hereinafter IBEW®), located at 900 Seventh Street, N.W., Washington, D.C. 20001, as Obligee, in the sum of $25,000, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, and heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED, and dated this _________day of ________________, 2014.

WHEREAS, the above Obligee has required the Principal to furnish reports and to pay the payroll due the employees of the Principal who are represented by the IBEW and/or the applicable IBEW local union(s), and to pay fund contributions and deductions to the applicable trust funds and/or IBEW local union(s), which Principal is obligated by such collective bargaining agreement to pay for a period from acceptance by it or on its behalf to its expiration, during which this bond remains in force, subject to the following conditions:

(1) That the Surety may cancel its liability as to future assessments under this bond (including renewal thereof) at any time by giving written notice to the Principal and Obligee at least 30 days in advance of the date of such expiration or cancellation; failure of the Principal to maintain such bond (by renewal) in full force and effect until the expiration date of the appropriate collective bargaining agreement shall not cancel the Surety’s liability hereunder except as provided hereinabove by the 30 days advance notice provision.
(2) That liability of the Surety under this bond to the Obligee for one or more defaults of the Principal shall not exceed in the aggregate the sum of this bond.

(3) That no suit, action, or proceeding shall be maintained against the Surety hereunder, unless the same be instituted within 12 months after date of expiration or cancellation of the bond (including renewal thereof).

(4) That payments shall be fully made as required by the applicable collective bargaining agreement at which time, if not then fully paid, shall be delinquent. The full sum of $25,000 shall then be paid the Surety to the IBEW upon notice by the President of the IBEW that the Principal is delinquent, and the Surety shall be entitled to a refund, if any, only when the Principal has filed the necessary reports and the precise obligation thereunder determined, and fulfilled its payroll and fund contribution and deduction obligations less liquidated damages, if applicable, all attorney’s costs, all accountant’s costs, and all other costs and expenses in the matter.

ATTACHMENT:

Power of Attorney and Certificate of Authority of Attorney(s)-in-Fact of Bonding Company.

________________________________________

________________________________________

(Principal)

________________________________________

(Surety)

By: __________________________________________
VOICE-DATA-VIDEO NATIONAL AGREEMENT
JOB NOTIFICATION FORM

Date Form Submitted __________________________

Employer Name ____________________________________________

Employer ID # ____________________________________________

IBEW Base Local Union # __________ (Local Union where company office running this job is located)

Name of Job _______________________________________________

Location of Job _____________________________________________

Name of Client _____________________________________________

IBEW Local Union in whose jurisdiction job is located (Site Local) ______________________

Date Job Scheduled to Commence ______________________________

Expected Completion Date ________________________________

Regular Employees Assigned to Job

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>IBEW Card Number</th>
<th>Classification</th>
<th>Local Union</th>
<th>Working Dues Check Off</th>
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Number of employees expected to be requested from Local Union Hiring Hall ________

As per Article VI, Section 6.05, of the VDVNA, this form is to be faxed or E-mailed to the International Vice President for the location where the work will be performed. A copy of this form shall also be sent to the site local union where the work will be performed and the base local union where the company office is running this job.

District e-mail addresses are formatted the same, e.g., IVPD_02@IBEW.org, IVPD_03@IBEW.org, ..., IVPD_11@IBEW.org. Local e-mails and fax numbers can be found at www.ibew.org local union directory.