



Date: December 5, 2008

To: All Chapter Managers and Field Staff

Ladies and Gentlemen;

Attached is a copy of the "Letter of Assent C" that was mentioned at the NECA Convention in Chicago in early October and was distributed by the IBEW in mid-October 2008.

The IBEW approached us in late August about a method to sign non-union employers on a first-time trial basis to a NECA-IBEW collective bargaining agreement. They wanted to address the challenge of getting non-union contractors to sign up to the NECA-IBEW agreements. They said non-union contractors were reluctant to sign a long term commitment and the practice of signing something other than a standard letter of assent (Assent A or B) was wide spread. They wanted to formalize and standardize the practice.

We expressed our concerns about the potential for abuse and asked to have our lawyers look over the letter. We wanted the letter of assent to be as clear as possible, so as to avoid abuse as much as possible. We all know that we need more contractors, so we wanted to work with them on this and give it a chance.

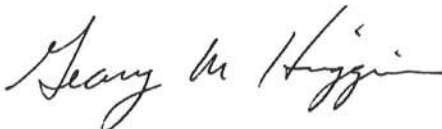
The attached new "Letter of Assent C" gives the interested contractor a trial period of six months to one year to test the value of a NECA-IBEW collective bargaining agreement. After 180 days, and prior to twelve months from the date of signing, the employer can terminate the assent on 30 days notice. However, after the 12 months, the employer is automatically bound to subsequently approved NECA-IBEW agreements, and the standard "Letter of Assent B" 100-day termination notice language applies. The letter also contains a provision for recognition of the union after twelve months upon the showing of majority status.

It is important to note that the employer may not terminate the "Letter of Assent C" if there is an outstanding debt to the local union or to any of the funds specified in the collective bargaining agreement. And until the termination becomes effective, i.e. the contractor has paid all the monies owed, he is still bound by the terms of the agreement and must continue to fulfill the obligations of the agreement.

The attached letter of assent includes all of our changes, but it is not perfect and could be abused if the intent is not enforced. Please note the heading at the top of the assent letter that it is meant for "first time" signers only.

It is not a perfect solution to the problem of organizing the unorganized contractors, but we believe it is better than allowing local solutions without a commitment to the NECA/IBEW relationship and existing agreement. Please monitor the use of this assent in your area; and if you note any abuse, let your field rep know and we will communicate it to the IBEW.

Best Regards,



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LETTER OF ASSENT C

This document shall be used only for employers becoming signatory for the first time or for first time contractors seeking affiliation as a direct result of a Membership Development campaign.

This is to certify that the undersigned employer has examined a copy of the current ¹ _____ labor agreement between ² _____ and Local Union ³ _____, IBEW.

It is understood that the signing of this letter of assent shall be as binding on the undersigned employer as though he had signed the above referred to agreement, including any amendments thereto, and any subsequent agreements.

This letter of assent shall become effective for the undersigned employer on the ⁴ _____ day of _____, _____ and shall remain in effect unless and until terminated as provided in the following paragraphs.

1. This letter of assent cannot be terminated within the first 180 days from its effective date, above.

2. After the first 180 days and within the first twelve (12) months from the effective date of this letter of assent, the undersigned employer may terminate this letter of assent and the collective bargaining agreement by giving written notice to ² _____ and the local union at least thirty (30) days prior to the selected termination date. If such notice is given but the undersigned employer has an outstanding debt to the local union or to any of the funds specified in the collective bargaining agreement on the selected date, the termination shall become effective when, following the selected termination date, payment in full of any outstanding debt to the local union or to any of the funds specified in the collective bargaining agreement has been made. Such payment of outstanding debt shall include those payments otherwise due as a result of this extension of the agreement caused by the outstanding debt.

3. After the first twelve (12) months from the effective date of this letter of assent, the undersigned employer shall be bound to the then current agreement between the parties until its stated termination date, as well as to all subsequent amendments and renewals. If the undersigned employer does NOT intend to comply with and be bound by all of the provisions in any subsequent agreements between ² _____ and Local Union ³ _____, IBEW, he shall so notify ² _____ and the Local Union in writing at least one hundred (100) days prior to the termination date of the then current agreement. In such case, this letter of assent shall terminate as of the termination date of the collective bargaining agreement.

After the twelve (12) months from the effective date of this letter of assent, the Employer agrees that if a majority of its employees authorizes the

Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9(a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court of the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned 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 above-mentioned agreements requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

⁵ Name of Firm

Street Address/P. O. Box Number

City, State (Abbr.), Zip Code

⁶ Federal Employer Identification No. _____

SIGNED FOR THE EMPLOYER SIGNED FOR THE UNION ³___ IBEW

BY ⁷_____ BY ⁷_____
 (original signature) (original signature)

NAME ⁸_____ NAME ⁸_____

TITLE/DATE _____ TITLE/DATE _____

INSTRUCTIONS: All items must be completed in order for assent to be processed.

¹TYPE OF AGREEMENT:

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming,

etc. The Local Union must obtain a separate assent to each agreement the employer is assenting to.

²NAME OF CHAPTER OR ASSOCIATION

Insert full name of NECA Chapter or Contractors Association involved.

³LOCAL UNION

Insert Local Union Number.

⁴EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

⁵EMPLOYER'S NAME AND ADDRESS

Print of type Company name & address.

⁶FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

⁷SIGNATURES

⁸SIGNER'S NAME

Print or type the name of the persons signing the Letter of Assent. International Office copy must contain actual signatures – not reproduced – of a Company representative as well as a Local Union officer.

A MINIMUM OF FIVE COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE INTERNATIONAL OFFICE FOR PROCESSING. AFTER APPROVAL, THE INTERNATIONAL OFFICE WILL RETAIN ONE COPY FOR OUR FILES, FORWARD ONE COPY TO THE IBEW DISTRICT VICE PRESIDENT AND RETURN THREE COPIES TO THE LOCAL UNION OFFICE. THE LOCAL UNION SHALL RETAIN ONE COPY FOR THEIR FILES AND PROVIDE ONE COPY TO THE SIGNATORY EMPLOYER AND ONE COPY TO THE LOCAL NECA CHAPTER.