

**LETTER OF ASSENT - A**

In signing this letter of assent, the undersigned firm does hereby authorize<sup>1</sup> the Southern Indiana Chapter of NECA as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved<sup>2</sup> Southern Indiana Market Recovery Agreement between the<sup>1</sup> Southern Indiana Chapter of NECA and Local Union<sup>3</sup> 16, IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the<sup>4</sup> \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

It shall remain in effect until terminated by the undersigned employer giving written notice to the

<sup>1</sup> Southern Indiana Chapter of NECA and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize 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 for 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 agreement 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**

\_\_\_\_\_  
<sup>5</sup> Name of Firm

\_\_\_\_\_  
Street Address/P.O. Box Number

\_\_\_\_\_  
City, State (Abbr.) Zip Code

<sup>6</sup> Federal Employer Identification No. \_\_\_\_\_

**SIGNED FOR THE EMPLOYER** **SIGNED FOR THE UNION<sup>3</sup> \_\_\_\_\_, IBEW**

**BY<sup>7</sup>** \_\_\_\_\_ **BY<sup>7</sup>** \_\_\_\_\_

(original signature)

(original signature)

**NAME<sup>8</sup>** \_\_\_\_\_ **NAME<sup>8</sup>** \_\_\_\_\_

**TITLE/DATE** \_\_\_\_\_ **TITLE/DATE** \_\_\_\_\_

**INSTRUCTIONS (All items must be completed in order for assent to be processed)**

<sup>1</sup> **NAME OF CHAPTER OR ASSOCIATION**  
Insert full name of NECA Chapter or Contractors Association involved.

<sup>5</sup> **EMPLOYER'S NAME & ADDRESS**  
Print or type Company name & address.

<sup>2</sup> **TYPE 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.

<sup>6</sup> **FEDERAL EMPLOYER IDENTIFICATION NO.**  
Insert the identification number which must appear on all forms filed by the employer with the Internal Revenue Service.

<sup>3</sup> **LOCAL UNION**  
Insert Local Union Number.

<sup>7</sup> **SIGNATURES**

<sup>4</sup> **EFFECTIVE 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.

<sup>8</sup> **SIGNER'S NAME**

Print or type the name of the person 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 SIX COPIES OF THE JOINT SIGNED ASSENTS MUST BE SENT TO THE IBEW SIXTH DISTRICT OFFICE FOR PROCESSING. AFTER APPROVAL, THE IBEW SIXTH DISTRICT OFFICE WILL RETAIN ONE COPY, FORWARD ONE COPY EACH TO THE INTERNATIONAL OFFICE, THE EMPLOYER, THE LOCAL UNION, THE LOCAL NECA CHAPTER, AND THE MIDWESTERN REGION NECA.

Southern Indiana Market Recovery Agreement - March 1, 2025 - January 31, 2027