

REQUIREMENTS & PROCEDURES OF LOCAL 46 UNFUNDED WORK RECOVERY PROGRAM "U" WRP"U"

UNDER THIS PROGRAM, THE BUSINESS MANAGER THROUGH HIS/HER AGENT MAY CHANGE OR SUSPEND ANY TERM OR CONDITION IN THE LABOR AGREEMENT ON ANY PARTICULAR JOB IN ACCORDANCE WITH ARTICLE 2 SECTION 2.20

1. The Employer must have a current Letter of Assent, and a Bond on file where required to be eligible to use the Work Recovery Program. The Employer must submit to the Union the signed and dated original of the **IBEW LOCAL #46 WORK RECOVERY PROGRAM ACKNOWLEDGMENT OF RECEIPT Form**. The Employer must be current with all payments to the Puget Sound Health & Welfare and Pension Trusts. As a condition of applying for or receiving work recovery approval rates, the Employer agrees not to engage in litigation (or lobbying efforts) adverse to the interests of the IBEW and its affiliated Local Unions. As used in the preceding sentence, the term "litigation" refers to proceedings in State or Federal court, administrative proceedings before any State or Federal agency, and/or trust delinquency actions.
2. Requests for the Work Recovery Program on a specific project must be received no later than 48 hours prior to the bid date. Request Form Number **WRP "U" #1, "Work Recovery Program Request,"** (available via e-mail and on line at www.ibew46.org/wrp_forms.html) should be filled out completely and e-mailed or hand-delivered to Organizing at:

IBEW Local 46, 19802 62nd Ave S, Kent, WA 98032
ATTN: Market Recovery Department
wrp@ibew46.com

The information on this form must be truthful and complete to qualify for this or future Work Recovery Programs. All information will be kept confidential.

3. Only projects that the Employer specifically requests will be considered. Only contractors making a specific request for a given project will be notified that the project has been approved for the Work Recovery Program. Notification will be prior to bid time, during IBEW Local 46 office hours, which are from 8:00 a.m. to 5:00 p.m. Local 46 will subsequently notify Puget Sound Chapter, N.E.C.A. by phone or e-mail.
4. The successful bidder must notify Local 46 immediately upon being awarded the contract. Form **WRP "U" #2 "AGREEMENT"** will be sent to the contractor for signature. The contractor must then send the completed form **WRP "U" #2, "AGREEMENT"** back to the Union.
5. The recovery program will be used at the sole discretion of the Business Manager. The recovery rate will be at the discretion of the Business Manager. The program can be altered or terminated by the Business Manager if he deems it to be no longer necessary, not assisting in gaining market share, or it is found that a contractor(s) is not following the intent or the rules and requirements of the program.
6. No job will be granted Work Recovery Program "U" status unless the notification is given by the Business Manager of Local 46 or his designated representative. Notification by telephone will be adequate.
7. Please provide the actual bid results of all contractors on the recovery project, if possible. Please provide the total hours used to complete the project and all hours in excess of total granted hours.
8. ***All requests will expire thirty (30) days from date of issuance. No prior notification will be given. Extensions may be available by filling out form WRP "U" #4, "Work Recovery Program Extension Request."***

ADDITIONAL REQUIREMENTS FOR WORK RECOVERY PROGRAM “U”

1. Out-of-work applicants are not required to accept employment under this program but may do so on a voluntary basis. No applicant or employee shall suffer any discrimination in any manner by the Employer or its representative as a result of refusal to take a dispatch or transfer pursuant to this program.
2. In the spirit of cooperation, the Employer agrees that out-of-work applicants who do not participate in this program or employees who refuse a transfer will not, under any circumstances, have their unemployment benefits or eligibility for benefits challenged. Failure to comply with this provision will be grounds for immediate disqualification to participate in the program.
3. The Union reserves the right to appoint a Steward on any project. Except where the Employer has just cause to terminate a Steward, the Steward will be the last journey-level employee, excluding one (1) supervisory employee, on the project. The Steward training requirements in the Collective Bargaining Agreement do not apply to Stewards appointed on recovery jobs.
4. On a U recovery project, the Employer agrees not to refuse to hire an individual, without sufficient cause, who has never before been in their employ. In the event the Employer refuses to hire an individual after dispatch and does not provide proof of sufficient cause, the employee will be entitled to two (2) hours show-up pay at the straight time rate established in the Inside Construction Agreement.

