

Verizon Mid-Atlantic Medically Restricted Policy

IMPORTANT NOTE TO SUPERVISORS

The administrative changes in this document are intended to provide further clarity in the administration of the Verizon Mid-Atlantic Medically Restricted Policy that was implemented on May 12, 1997 and revised on October 9, 1998. This document was updated and reformatted to reflect organizational changes in the company and changes in the disability vendor but in no way were the provisions of the plan changed. This job aid is not intended to replace or change the current Verizon Mid-Atlantic Medically Restricted Policy and is not a thorough or complete explanation of the policy provisions.

PLACEMENT OF MEDICALLY RESTRICTED EMPLOYEES IN VERIZON NETWORK SERVICES COMPANIES

This Medically Restricted Policy covers all regular full time and regular part-time associates effective August 9, 1998 for associates employed by Verizon - Delaware, Maryland, New Jersey, Pennsylvania, Virginia, Washington DC, & West Virginia who are represented by the CWA and October 9, 1998 for associates employed by Verizon - Pennsylvania and New Jersey who are represented by IBEW.

POLICY: When an employee is able to work, but due to medical restrictions cannot perform all of the essential

functions of his/her job with or without reasonable accommodation, the Company will seek to place the medically restricted employee in an available position the employee is qualified to perform.

PURPOSE: This guideline establishes procedures for the placement of associate employees who are determined

to be able to work but due to medical reasons are unable to perform all of the essential functions of

their normal assignments, or unable to perform their jobs on a full-time basis.

DEFINITIONS:

<u>A Medically Restricted Employee</u>: An employee who is able to work but who, due to a medical restriction, is unable to perform one or more of the essential functions of his/her job or is unable to perform his/her job on a full-time basis.

<u>Suitable Work</u>: An available existing position that the employee with a medical restriction is qualified to perform. The employee must be able to perform all essential functions of the position with or without reasonable accommodations.

PRIORITY FOR PLACEMENT:

Medically restricted employees have priority for placement in indefinite reassignments to available equivalent or lower paid positions that are Suitable Work. This priority exists over all employees except those who have received notice they are part of a force reduction with a scheduled layoff date. Seniority shall determine the priority for placement between a medically restricted employee and one subject to a scheduled layoff.

PROCESSES/PROCEDURES:

TEMPORARY REASSIGNMENTS FOR RESTRICTIONS LASTING THIRTY OR FEWER DAYS

- An employee who is restricted from performing his/her normal assignment for thirty or fewer days will be assigned work within his/her Line of Business ("LOB") or Business Unit ("BU") and bargaining unit that s/he is able to perform for the duration of the restriction. This temporary reassignment may be to the same, equivalent, or lower job classification for which the employee does not need to obtain additional test qualification. The assignment may also be to duties that do not constitute an existing position.
- Supervisors will document the nature and duration of the employee's medical restriction in the employee's personnel file.
- The employee's wage rate will not be affected during the period of temporary reassignment. If, however, a restriction exceeds thirty days, or restrictions under 31 days are repeatedly imposed on an employee either intermittently or consecutively and cumulatively exceed thirty days, the employee's supervisor will advise the employee that s/he is subject to the procedures regarding indefinite reassignment. (See below.)

INDEFINITE REASSIGNMENTS FOR MEDICAL RESTRICTIONS LASTING MORE THAN THIRTY DAYS

- An employee who is medically restricted for more than thirty days or for an indefinite period from
 performing his/her normal assignment (or if the restriction is designated as "permanent") will initially be
 given a temporary reassignment within his/her LOB or BU and bargaining unit as set forth above, but will
 also be subject to the procedures for indefinite reassignment as set forth in this section.
- If the restriction was not provided by the Company's health services provider (MetLife), the employee's supervisor shall immediately notify MetLife and the LOB or BU Human Resource Business Partner (HRBP) of the restriction. MetLife is responsible for evaluating the restriction.
- The supervisor will meet with the employee as soon as possible after receiving notice or confirmation of the restriction from MetLife and explain to him/her the procedures that will be followed to find the employee a suitable indefinite reassignment. The supervisor will also ask the restricted employee if there are any reasonable accommodations that s/he believes would enable him/her to perform the essential functions of the current job, and to suggest other jobs the employee believes s/he could perform with or without reasonable accommodation. The employee will be advised that s/he will be tested for other jobs that may be Suitable Work if the employee is not already test qualified. S/he will also be informed of and encouraged to take a home study preparation course for the Universal Test Battery (UTB), if not already UTB qualified, and advised that s/he is eligible for a one-time waiver of the retest interval for the UTB. The retest can be taken no sooner than 30 days following an initial test but no later than 60 days from the date of placement in the indefinite reassignment process. The supervisor will document this discussion and then notify the LOB or BU HRBP, the Workforce Intervention Team (WFI) who, with the assistance of Staffing determine what Suitable Work is available. The Supervisor will also notify a local union representative that the employee has been placed in the Indefinite Reassignment process.
 - The determination of what *Suitable Work* is available should include the following:
 - An examination of the essential duties of the employee's regular assignment and possible reasonable accommodations that may enable the employee to perform all the essential functions of the job. If such accommodations are identified, the accommodations should be implemented and there will be no reassignment.

- 2. Identification of other available jobs that would be Suitable Work if the employee is or could become test qualified or for which no test is necessary. The employee must be able to perform all the essential duties of the job with or without reasonable accommodation. The employee's LOB/BU HRBP will be responsible for identifying Suitable Work.
- 3. Consultation with the restricted employee, in person or by telephone, to provide an opportunity for the employee to suggest possible reasonable accommodations to perform the essential functions of his/her regular job or suggest other jobs the employee believes s/he could perform with or without reasonable accommodation.
- In searching for a suitable indefinite reassignment of associates, the HRBP first will explore opportunities within the employee's bargaining unit either within or outside the employee's LOB or BU. If there is no available Suitable Work within the employee's bargaining unit either within or outside his/her LOB or BU, the HRBP will explore opportunities in other bargaining units if within the employee's employing Company (for example, within Verizon Pennsylvania, Inc.).
- 5. Staffing will arrange for the employee to take any tests required to determine if s/he is qualified for available Suitable Work. Medically restricted employees placed in the indefinite reassignment process are eligible for a one-time waiver of the retest interval for the UTB. The retest may be taken no sooner than 30 days from the previous test but no later than 60 days from the date the medically restricted employee was placed in the indefinite reassignment process. In no case will a test or retest be delayed pending completion of a study course.
- An indefinite reassignment must be to an existing, available position where the employee has any
 necessary test qualifications and can perform all essential functions of the job with or without reasonable
 accommodations.
- If Suitable Work is available in an equivalent or lower paying position, the employee will be indefinitely
 reassigned to the position and reclassified accordingly. The employee being placed in a lower job
 classification shall be placed in the highest available classification that s/he is qualified and able to
 perform with or without reasonable accommodation.
- All associates in Maryland, Virginia, West Virginia, Washington, D.C., and New Jersey, reclassified to a
 lower wage classification are paid at their previous wage/salary rate for the period of time set forth in the
 applicable "Disability Wage Adjustment Table" attached to this policy, including any preceding period of
 restriction and periods for which disability benefits have been paid. At the end of the period specified on
 the applicable timetable wage rates are adjusted to the appropriate wage schedule.
- For associates in Pennsylvania and Delaware who are reclassified to a lower wage classification, the employee's wage rate will be adjusted in accordance with the terms of the collective bargaining agreement and/or the established practices that cover the employee's former position.
- Those employees restricted or reclassified two or more times due to the same or related illness or injury
 will have all related periods of disability and restriction included in the wage adjustment determination.
- An employee indefinitely reassigned to a lower paid position shall have the right to return to his/her former
 position or an equivalent position for up to thirty-six months from the onset of the restriction if the
 restriction is lifted during this period.
- If no Suitable Work is found, the Reasonable Accommodations Committee will meet to review the case, generally no later than 60 days from the date that the restriction was imposed. Prior to this meeting, the employee and the Union will be given an opportunity to submit a written statement for the consideration of the Reasonable Accommodations Committee. The Reasonable Accommodations Committee may determine and suggest types of accommodation options available for the employee's present job or assist in the placement of the employee in Suitable Work.

The Reasonable Accommodations Committee has final authority to resolve any disputes regarding what constitutes Suitable Work.

"PARTIAL DAY" RESTRICTIONS

• In cases when employees are restricted from working their normal assignment for their regularly assigned tours and may only work partial days, but are not disabled from potentially working a full day in a different job, the Company will follow the same procedures as it follows in connection with restrictions which preclude the employee from performing one or more of the essential functions of his/her normally assigned job. For example, if a full-time operator is restricted from working full-time in any job and the restriction is temporary (it lasts fewer than thirty-one days), then the employee will be assigned partial day work within his/her LOB/BU and bargaining unit that s/he is able to perform. If, however, the partial day restriction will exceed thirty days and the employee could perform some other type of work on a full-time basis, the Company will follow the procedures relating to indefinite reassignment.

Disability Wage Adjustment Timetable For Associates in Washington, D.C., Maryland, Virginia, West Virginia, and New Jersey

Net Credited Service	Number of Weeks With No Rate of Pay Decrease
6 months but less than 2 years	
2 years but less than 5 years	4
5 years but less than 15 years	13
15 years but less than 20 years	26
20 years but less than 25 years	39
25 years or more	52