

2009 CONTRACT NEGOTIATIONS
NATIONAL GRID
and
UWUA, AFL-CIO, LOCALS 350 & 369, BUW
COMPANY PROPOSAL #8
MEDICAL RETROGRESSION

SICKNESS AND ACCIDENT BENEFITS – Page B-13 #3

3. RETROGRESSION PAY PLAN FOR DISABLED EMPLOYEES

In the event an employee becomes unable to perform his normal duties because of disability, the Company will make a reasonable effort to provide him with work which he is capable of performing. His adjusted pay rate shall be determined by the Plan shown below.

<<Replace existing language within the RETROGRESSION PLAN FOR NON-COMPENSABLE DISABILITY and GENERAL PROVISIONS APPLICABLE TO ABOVE PLAN sections with the following language:>>

General Provisions

- a. **A Permanent employee provided with work under the above Plan shall be placed into the respective job as follows. If the new job is at a lower wage rate the employee will go to the top step of that job classification. If the new job is at a higher wage rate the employee will enter at the lowest step which provides them with an increase.**
- b. An employee under the Plan shall hold the title of his new job classification with the word "Special" appended thereto.
- c. In the event of disagreement as to an employee's disability or his ability to physically perform the duties of his classification, his case shall be referred to a recognized specialist, as designated by the Company, in the field of medicine involved. The opinion of this specialist shall be final and binding on all parties, unless the Union disagrees. If the Union disagrees with the opinion of this specialist the case may be referred, if desired by the Union, to the Lahey Clinic, Pratt Diagnostic Clinic or an equivalent clinic at joint expense of the Company and the Union. The opinion of this clinic shall be final and binding on all parties.
- d. The Company will withhold the provisions of this Plan from any employees whose disability (including sickness) arose from work with another employer, or any future disability (including sickness) which arises from work with another employer.
- e. Employees covered under the above Plan will be required to accept promotions which they are qualified to fill, unless otherwise mutually agreed upon by the Company and Union.
- f. **Employees that are at permanent medical end result for twelve (12) months and are unable to be placed in an alternative job for which they qualify will be terminated.**