

OSHA BERYLLIUM STANDARD MEDICAL REMOVAL ELECTION FORM

Name: _____

Date: _____

Employee#: _____

I have provided _____ (company name) with a written medical report on _____ (date), either directly or through my physician, that confirms a diagnosis of beryllium sensitivity or chronic beryllium disease and/or recommends a limitation on my exposure to beryllium to no exposure or to exposure below the action level. In accordance with the OSHA Beryllium Standard Medical Removal benefit, I have been advised that I have the following options and have checked the option I have selected.

1. [] **REMAIN ON THE JOB WITH RESPIRATORY PROTECTION:** I may remain employed in my current job with the understanding that I will be required to wear a respirator to perform my job if my beryllium exposure is at or above the OSHA action level. I understand that I may change my selection to Option 2 or 3 prior to the end of 6 months from the date I provided the Company the written medical report;
2. [] **REQUEST A DIFFERENT JOB:** I may request a job where beryllium exposure is below the action level. I understand that the job must currently exist and be open. In addition, I must be able to be trained to fully perform the job within 30 days. I also understand that I may change my selection to Options 1 or 3 prior to the end of 6 months from the date I provided the Company the written medical report. If the new job pays less than my previous position, I will receive the difference in pay until the end of the 6-month removal period. If I change my election from Option 2 or 3 to Option 1, I will be restored to my previous position if that position is open and available.
3. [] **REQUEST REMOVAL:** Leave my position with the Company and receive 6 months' base pay with benefits. If I accept new employment elsewhere with benefits within that 6-month period, my pay and benefits under the OSHA Beryllium Standard Medical Removal benefit will end unless my wages and benefits at the new position are lower, in which case, I will continue to receive a supplement to make up the difference for the remainder of the 6-month removal period. At the end of 6 months from the date I provided the Company the written medical report, my employment will end if I do not return to work under Options 1 or 2.

If I initially selected option 2, but changed to Option 3 because there was no job available and a job with exposure below the action level becomes available during that 6 months, I will be offered the position if it is a position that I can be trained to perform within 30 days. If during the 6 months I change my election from Option 2 or 3 to Option 1, I will be restored to my previous position only if that position is open and available.

I UNDERSTAND THAT UNDER THE OSHA BERYLLIUM STANDARD MEDICAL REMOVAL BENEFIT, I WILL RECEIVE NO MORE THAN 6 MONTHS CONTINUED EMPLOYMENT OR BASE PAY WITH BENEFITS UNDER ANY COMBINATION OF OPTIONS 1, 2, OR 3.

I HAVE BEEN ADVISED THAT IF I FIND EMPLOYMENT ELSEWHERE, THE COMPANY HAS THE RIGHT TO REDUCE THE PAYMENTS REQUIRED UNDER THE OSHA BERYLLIUM STANDARD MEDICAL REMOVAL BENEFIT (OPTIONS 1, 2, OR 3) BY THE AMOUNT OF MY EARNINGS AND BENEFITS WITH MY NEW EMPLOYER.

Employee name (printed) _____ Signature _____ Date _____