

Montgomery Transport, LLC

Modified Duty and Transitional Duty Work Policy

Montgomery Transport is committed to providing a safe and healthy work place for its employees. Preventing injuries and illnesses is a primary objective. Nevertheless, in the event an employee is injured at work, it is the Company's intention to provide immediate, appropriate medical attention and to attempt to create an opportunity for the injured employee to return to safe, productive work as soon as medically reasonable. Therefore, the purpose of this program is to provide employees who have temporary physical limitations caused by work-related injuries the opportunity to remain in the workforce, and to promote return to regular duties in a gradual way.

Policy and Procedures

Health Care Provider Authorization. The Health Care Provider for an employee who has experienced an on the job injury or illness will provide reports on the status of the employee's injury or illness and recovery by communicating directly with the claims adjuster assigned to that employee by the Company's workers' compensation insurance carrier.

The employee's Health Care Provider will inform the claims adjuster whether the employee's medical condition (a) will allow the employee to return to work as of a certain date without restrictions; (b) will allow the employee to return to work as of a certain date with restrictions, which is referred to as modified duty; or (c) has prevented and still prevents the employee from returning to work, with a description of how the injury prevents the employee from returning to work. If the employee can return to work for modified duty, the Company will obtain a written report that contains the restrictions that are to be observed.

Modified Duty Job Offer. Once the Health Care Provider's Work Status Report has been reviewed, a decision will be made whether a suitable, modified duty position is available that does not unreasonably burden the Company and which meets the Health Care Provider's restrictions for the employee. The returning employee and the Company share the responsibility to ensure that the Health Care Provider's restrictions are always followed. The modified duty job offer may be revoked at any time if (a) the employee ignores or fails to follow the Health Care Provider's restrictions; (b) if a suitable, modified duty position is no longer available; (c) if continuing modified duty is unreasonably burdensome to the Company; (d) if the restrictions change; (e) or if the employee's Health Care Provider allows the employee to return to work without restrictions.

If an employee rejects a bona fide modified duty job offer, the Company will report this rejection to its insurance carrier, which may result in loss of Workers' Compensation benefits for the employee.

Transitional Duty Offer. If the Company does not have a suitable, modified duty position available for the employee within his or her restrictions defined by the employee's Health Care Provider, the employee may be offered a transitional duty assignment through a third party vendor or other designated agency. If a transitional duty position is available the employee will be offered a position at a non-profit organization within his or her restrictions. The employee and the Company share the responsibility to ensure that the Health Care Provider's restrictions are always followed. The transitional duty job offer may be revoked at any time if (a) the employee ignores or fails to follow the Health Care Provider's restrictions; (b) if a suitable transitional duty position is no longer available; (c) if continuing transitional duty is unreasonably burdensome to the Company; (d) if modified duty within the employee's restrictions becomes awardable at the Company; (e) if the restrictions change; (f) or if the employee's Health Care Provider allows the employee to return to work without restrictions.

If an employee rejects a bona fide transitional duty job offer, the Company will report that rejection to its insurance carrier, which may result in loss of Workers' Compensation benefits for the employee.

Pay Rate and Hours While on Modified and/or Transitional Duty. Employees will be paid minimum wage for modified and or transitional duty work performed. The amount earned by the Employee while performing modified or transitional duty will be reported to the Company's workers' compensation insurance carrier. The insurance carrier will pay the employee any other compensation that the employee may be due.

Modified or transitional duty assignments will not exceed forty (40) hours per week. Management reserves the right to set a work schedule which best accommodates the facility and the employee's job restrictions. An employee placed on modified or transitional duty will not be paid for more hours than the employee works.

Employee Performance Expectations While on Modified and/or Transitional Duty. Employees are obligated to report at work injuries. Employees are responsible for understanding the processes for reporting at work injuries and this policy. Employees are also responsible for informing their Health Care Providers about this Modified/Transitional Duty Program.

Employees must abide by Company policies and standards of conduct while on modified and/or transitional duty. Employees in a transitional duty position remain employees of the Company, but they must also abide by the policies of the Third party vendor and the designated transitional duty work place. Failure to abide by these policies or the policies of the third party

vendor or the designated transitional duty work place may result in corrective action, up to and including termination. In addition, the employee must communicate with the Safety Director at the Company at least once each week until the employee returns to work without restrictions, to keep the Company informed about the employee's progress toward return to work without restrictions and any issues regarding modified or transitional duty. Communication must be at a minimum a telephone conversation with the Safety Director; a voice mail or e-mail message is not sufficient. If the employee fails or refuses to keep the Safety Director informed about his or her status, the Company may take corrective action, up to and including termination of the employee's employment. Any time the employee's Health Care Provider changes the employee's medical restrictions or allows the employee to return to work, the employee must notify the Safety Director immediately and, if allowed to return to work, the employee must return to work the next business day. Failure to notify the Safety Director about the change in restrictions will result in corrective action, up to and including termination of employment. Failure to return to work within three (3) business days after the Health Care Provider allows the employee to return to work will be considered job abandonment, and the employee's employment may be terminated.

Maximum Length of Modified and/or Transitional Duty Assignment. The Company is offering modified and/or transitional duty as an opportunity to assist employees in returning to their regular work and in maintaining their regular rate of pay to the extent possible; therefore, a modified and/or transitional duty assignment will not continue indefinitely. Transitional duty is available for no more than three (3) months in any given rolling 12-month period of time. Modified duty is available for no more than three (3) months in any given rolling 12-month period of time; however, any transitional duty time is considered modified duty for the purposes of calculating maximum length of modified duty assignments. The Company has determined that extending the length of modified and/or transitional duty assignments creates an undue hardship on the Company and the modified/transitional duty employee's fellow employees.

Activity Inconsistent with Leave and Modified and/or Transitional Duty Status. The Company considers any employee working or engaging in activities inconsistent with the restrictions defined by the employee's Health Care Provider, whether on or off the job, as engaging in improper conduct, which will lead to corrective action, up to and including termination of employment.

In addition, the employee's activities may be investigated by the Workers' Compensation Insurance Carrier to determine if his or her actions constitute fraud under the Alabama Workers' Compensation Act. An employee could be convicted of a felony if he or she knowingly

or intentionally makes false or misleading statements or if the employee commits other wrongful acts to obtain Workers' Compensation benefits.

With my signature affixed below I hereby acknowledge that I have received a copy of Montgomery Transport's **Modified Duty and Transitional Duty Work Policy**. I understand and acknowledge that it is my responsibility to abide by the terms and conditions of this policy. I further understand that failure to abide by the terms and conditions of this policy may result in disciplinary action up to and including termination of my employment. If there are any items contained in this policy that I do not understand, I agree to obtain an explanation from a member of management at Montgomery Transport, LLC. I understand that Montgomery Transport reserves the right to modify, supplement or revise this policy from time to time, with or without notice, as it deems necessary.

Signature

Print Name

Date