

WORKERS' COMPENSATION NOTIFICATION

The undersigned applicant and/or employee acknowledges and agrees that the following terms and conditions shall govern any employment relationship for the purposes of workers' compensation benefits by or on behalf of _____ through the Alabama Truckers' Association Workers' Compensation Self-Insurers' Fund (ATA Fund).

1. The employer listed above is a participating member of the ATA Fund for the purposes of payment of workers' compensation benefits.
2. It is acknowledged and agreed by the undersigned that: 1) the applied for and/or proposed employment position will require the employee to regularly travel in the state of Alabama as well as in one or more other states; 2) pursuant to § 25-5-35, Ala. Code (1975), as last amended, your employment will be principally localized in the State of Alabama for the purposes of any workers' compensation benefits; 3) the undersigned will exclusively accept Alabama workers' compensation benefits paid in accordance with the Workers' Compensation Act of Alabama; and 4) jurisdiction of any claim shall be in the state courts of the State of Alabama.
3. All claims for workers' compensation benefits are subject to a medically approved "early return to work" program, including modified driving and/or job assignments in the corporate offices.
4. All claims for workers' compensation benefits are subject to immediate post-accident drug testing. The undersigned acknowledges and agrees that this document shall satisfy any written notice requirement of the Workers' Compensation Act of Alabama concerning post-accident drug testing and any action taken thereon. **"A positive drug test conducted and evaluated pursuant to standards adopted for drug testing by the U.S. Department of Transportation in 49 C.F.R. Part 40 shall be a conclusive presumption of impairment resulting from the use of illegal drugs. No compensation shall be allowed if the employee refuses to submit to or cooperate with a blood or urine test as set forth above after the accident after being warned in writing by the employer that such refusal would forfeit the employee's right to recover benefits under this chapter."** § 25-5-51, Ala. Code (1975).
5. All claims are examined under the Alabama Workers' Compensation Fraud Act, which makes it a felony criminal act, carrying a punishment of up to ten (10) years imprisonment, to commit fraud in the context of a workers' compensation claim.

6. The undersigned acknowledges and agrees that as a condition of employment he or she will make no misrepresentations as to physical condition, mental condition and/or ability to fulfill the duties of the job. **“Misrepresentations as to preexisting physical or mental conditions may void your workers’ compensation benefits.”** § 25-5-51, Ala. Code (1975).
7. All claims and questions regarding workers’ compensation shall be directed to the Workers’ Compensation Administrator.
8. The undersigned acknowledges and agrees that this document does not constitute and shall not serve as a contract for employment with the employer listed herein or any others and further that any employment relationship to be formed or which currently exists shall be “at will.”

Employee/Applicant Name

Signature

Date of Hire

Date Signed

Employer Representative Signature

Position/Title

ALL EMPLOYEES ARE REQUIRED TO SIGN: If new employee, signature required at time of hire, or at time that conditions are removed from any conditional offer of employment. If existing employee, sign and return to Human Resources within ten (10) business days from receipt of certified letter. This Workers’ Compensation Notification will be made a part of employee’s personnel file.