THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THE DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.

Fitness-for-duty Procedures

Supervisor Procedures
1. A supervisor or manager concerned with the safety of an employee on the job, or with the safety of others, as a result of the mental, physical, or emotional state of an employee should contact the Staff and Faculty Relations (SFR) unit in Office of Human Resources (OHR).
   a. SFR will work in conjunction with the manager to understand the nature of the concerns.
   b. If a supervisor feels that an employee poses an immediate threat to themselves, or to the University Community, the supervisor should immediately call 911 or the Clemson University Police Department (864-656-2000).

2. If a fitness-for-duty evaluation is deemed necessary and approved by SFR, SFR will meet with the employee and the supervisor, either individually or together, to discuss the fitness-for-duty process.
   a. The employee will be given the opportunity to respond to the concerns and to correct any mistakes of fact in the description of the concerns and/or observations that have been reported.
   b. The employee will be notified that there are significant concerns about their fitness to perform their job.
      i. As such, the employee will be given a letter outlining the fitness-for-duty process and next steps.

Employee Procedures
1. The employee will be asked to visit a licensed health care provider to conduct the fitness-for-duty evaluation and to complete the Certification of Fitness-for-Duty form. The completed form should be sent to the Office of Human Resources, Attn: Samantha Bass (Benefits).
   a. The employee may visit their doctor, or the University will provide, upon request, a list of licensed health care providers that accept the University’s health insurance so that their evaluation may be conducted.
   b. The employee will also be expected to sign a release to allow the health care provider to communicate with SFR on any restrictions or other items relevant to the employee’s performance of their job.
i. SFR will provide the health care provider with the employee’s position description, a letter outlining the concerns prompting the fitness-for-duty evaluation, and a signed Release of Information form.

ii. In some cases, the provider’s practice may require an additional release of information authorization form to be completed. A second independent fitness-for-duty evaluation may be requested by the University in some cases.

2. The employee must comply with the fitness-for-duty process and evaluation including the evaluation by a licensed health care provider, contacting provider and meeting within the allowed timeframe, completion of the consent and release forms, and cooperation in additional items such as possible discussion regarding reasonable accommodations through the Americans With Disabilities Act (ADA) coordinator.

3. Subsequent employment actions and potential return to work are contingent upon completion of the exam and SFR’s receipt and review of the health care provider’s findings.

4. Time off from work associated with a fitness-for-duty evaluation, and any time off before the employee is certified fit for duty, will be charged in accordance with Clemson University leave policies. In most cases, employees will be allowed to use available sick and annual leave to cover time off from work.

Definitions
Outcomes of fitness-for-duty evaluations include the following:

1. **Fit to work without limitations** – employee is authorized to return to work with no limitations; no accommodations are requested

2. **Fit to work with limitations** – employee is authorized to return to work in a limited capacity; accommodations may be requested and will be reviewed to determine approval status; licensed health care provider must provide a description of limitations; may impact an employee’s ability to remain in their assigned position; leave options may be needed. Please note that not all restrictions will allow an employee to return to work. SFR will work with the supervisor and department to determine reasonable accommodations as appropriate and practical.

3. **Not fit to work** – employee is not authorized to work in any capacity; leave options will be discussed with employee including any potential needs for disability or other extended leave programs

4. **Undetermined** – further information required from the employee and or health care provider before the employee may return to work; continued leave to be discussed

Supplemental Materials
Fitness-for-duty Evaluation Form
Release of Information Form
Other Resources

Fitness for Duty Policy
ADA: https://www.clemson.edu/campus-life/campus-services/access/american-disabilities/
EAP: https://www.clemson.edu/human-resources/eap/index.html

Confidentiality
Any document containing medical information about an employee is considered a medical record and is regarded as confidential. This information will be shared only on a need-to-know basis and in accordance with local, state, and federal laws. After an evaluation, information given to the employee’s supervisor and chain of command will be limited to whether the employee can return to work full duty, return to work with limitations, is not fit to work or whether the evaluation was undetermined and additional follow-up is required. Additional information may be shared with the employee’s supervisor and chain of command as necessary as part of any accommodation process.