

P.E.R.C. NO. 2016-65

STATE OF NEW JERSEY
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

UNION COUNTY SHERIFF'S OFFICE,

Petitioner,

-and-

Docket No. SN-2016-008

PBA LOCAL 108,

Respondent.

SYNOPSIS

The Public Employment Relations Commission grants in part, and denies in part, the request of the Sheriff's Office for a restraint of binding arbitration of a grievance filed by the PBA contesting the unilateral implementation of a sick leave and workers' compensation leave verification policy. Finding that the Sheriff's Office has a managerial prerogative to establish a sick leave verification policy and to use reasonable means to verify an employee's illness or disability, the Commission restrains arbitration of the establishment of a call-out deadline, attendance restriction, and a required health care provider sick leave verification form and pharmacy receipt. However, the Commission declines to restrain arbitration of the alleged failure to provide five days' advance notice to the PBA prior to implementing the policy.

This synopsis is not part of the Commission decision. It has been prepared for the convenience of the reader. It has been neither reviewed nor approved by the Commission.

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Appearances:

For the Petitioner, Bauch Zucker Hatfield, LLC,
attorneys (Elizabeth Farley Murphy, of counsel and on
the brief)

For the Respondent, Mets Schiro & McGovern, LLP,
attorneys (James M. Mets, of counsel and on the brief;
Brian J. Manetta, on the brief)

DECISION

On August 13, 2015, the Union County Sheriff's Office filed a scope of negotiations petition seeking a restraint of binding arbitration of a grievance filed by PBA Local 108. The grievance asserts that the County violated the parties' collective negotiations agreement (CNA) when it unilaterally implemented a "Sick Leave & Workers' Compensation Leave Verification Policy."

The parties have filed briefs and exhibits. The PBA filed the certification of its President John McGarry. These facts appear.

The PBA represents all Sheriff's Officers and Sheriff's Investigators employed by the County and the County Sheriff's Office. The PBA and the County are parties to a CNA effective from January 1, 2010 through December 31, 2014. The parties are currently engaged in negotiations for a successor agreement. The grievance procedure ends in binding arbitration. Article XXIV "On the Job Injury," addresses Worker's Compensation benefits and leaves. Article XXV, "Sick Leave" contains some language addressing sick leave verification, including:

- Section 2, providing that an employee who is absent for reasons warranting the use of sick leave must promptly notify a supervisor and that failure to do so may warrant discipline;
- Section 4, stating that employees absent for five or more days must submit a physician's certificate;
- Section 5(a), providing that review of sick leave use shall be conducted for employees using 15 or more sick days over a 12 month period and such employees may thereafter be required to submit acceptable medical evidence for additional sick leave use in the 12 month period;
- Section 5(b), allowing the employer to require, whenever reasonable, proof of illness from employees using sick leave and that abuse of sick leave shall be cause for discipline.

The County adopted its "Sick Leave & Workers' Compensation Leave Verification Policy" on March 12, 2015. The terms of the policy, absent the introductory paragraphs, are appended to this

decision. The PBA's grievance alleges the CNA was violated by changing sick leave call-in procedures; requiring officers to submit a Sick Leave Verification Form; requiring officers to submit a Sick Leave Verification Form after a certain number of absences to receive sick leave pay; requiring a doctor's note at the employee's expense; imposing an attendance restriction in certain instances; imposing unreasonable and overly burdensome provisions for telephone calls and home visits.^{1/}

McGarry certifies that Article XXVII of the CNA, entitled "PBA and Employee Rights," was amended by an interest arbitration award issued on June 11, 2012 under Commission docket number IA-2012-037, which included the following: "[t]he County shall provide the PBA President with a copy of all newly issued or amended Orders, Rules or Regulations at least five working days prior to their effective date." McGarry certifies that the PBA was not made aware of the "Sick Leave & Workers' Compensation Leave Verification Policy" until late April 2015.^{2/}

1/ The allegedly unreasonable provisions include home visits and calls at any time of day regardless of whether the employee is working or the type of injury or illness; requiring employees to answer the telephone or the door; requiring a doctor's note if a unit member leaves home at any time to attend a doctor's appointment; and requiring members to provide a receipt from a pharmacy or store if the unit member leaves the house while on sick or workers' compensation leave.

2/ McGarry's certification goes on to identify specific provisions (Paragraphs 1 through 7) of the new policy and
(continued...)

On May 7, 2015 PBA Local 108 filed a grievance asserting that the County violated Article XXIV, On the Job Injury; Article XXV, Sick Leave, and Article VII, Retention of Existing Benefits of the CNA, as well as the interest arbitration award in In re Interest Arbitration Between Union County Sheriff's Office and PBA Local 108, Docket No. IA-2012-037, and past practice. On May 11, Sheriff Joseph Cryan denied the grievance at step 2, and PBA Local 108 demanded binding arbitration. This petition ensued.

Our jurisdiction is narrow. The Commission is addressing the abstract issue of whether the subject matter in dispute is within the scope of negotiations. We do not consider the merits of the grievance or any contractual defenses that the County and Sheriff's Office may have. Ridgefield Park Ed. Ass'n v. Ridgefield Park Bd. of Ed., 78 N.J. 144, 154 (1978).

The scope of negotiations for police officers and firefighters is broader than for other public employees because N.J.S.A. 34:13A-16 provides for a permissive as well as a mandatory category of negotiations. Paterson Police PBA No. 1 v. City of Paterson, 87 N.J. 78, 92-93 (1981), outlines the steps of a scope of negotiations analysis for firefighters and police:

2/ (...continued)
asserts that its terms violate the CNA and/or past practice. In a scope of negotiations case, our focus is the negotiability of the matters in dispute, not the merits of the grievance.

First, it must be determined whether the particular item in dispute is controlled by a specific statute or regulation. If it is, the parties may not include any inconsistent term in their agreement. [State v. State Supervisory Employees Ass'n, 78 N.J. 54, 81 (1978).] If an item is not mandated by statute or regulation but is within the general discretionary powers of a public employer, the next step is to determine whether it is a term or condition of employment as we have defined that phrase. An item that intimately and directly affects the work and welfare of police and firefighters, like any other public employees, and on which negotiated agreement would not significantly interfere with the exercise of inherent or express management prerogatives is mandatorily negotiable. In a case involving police and firefighters, if an item is not mandatorily negotiable, one last determination must be made. If it places substantial limitations on government's policymaking powers, the item must always remain within managerial prerogatives and cannot be bargained away. However, if these governmental powers remain essentially unfettered by agreement on that item, then it is permissively negotiable.

Normally, arbitration is permitted if the subject of the grievance is mandatorily or permissively negotiable. See Middletown Tp., P.E.R.C. No. 82-90, 8 NJPER 227 (¶13095 1982), aff'd NJPER Supp.2d 130 (¶111 App. Div. 1983). However, a permissively negotiable subject does not survive the expiration of the CNA. See Paterson, 87 N.J. at 88. As the employer implemented its new sick leave verification policy in March 2015, after the CNA expired, only mandatorily negotiable portions of

the policy may be challenged by the PBA through binding arbitration.

Citing Piscataway Tp. Bd. of Ed. and Piscataway Tp. Ed. Ass'n, P.E.R.C. No. 82-64, 8 NJPER 95 (¶13039 1982), the Sheriff's Office asserts that it has a managerial prerogative to establish a sick leave verification policy and to use reasonable means to verify an employee's illness or disability, including by requiring an employee to furnish a doctor's note and through home visits or telephone calls. However, it concedes that the application of a sick leave verification policy may give rise to negotiable and arbitrable issues, including the following:

- whether a particular employee has been improperly denied sick leave;
- whether the employer is harassing an employee through excessive home visits and phone calls;
- whether the employee or the employer will incur the cost of obtaining a doctor's note.

The PBA argues that it may arbitrate its claim that the County failed to provide the PBA president with a copy of the new policy at least five working days prior to its effective date. It also challenges the portion of the policy requiring employees who are out sick to call in an hour in advance of their shift. The PBA asserts that requirement could not be met by officers who become ill or injured within that one-hour period or for "unknown illnesses."

The PBA contends that the requirement that an officer fill out and submit the "Health Care Provider Sick Leave Verification Form," rather than a doctor's note, is arbitrable as it implicates employee privacy concerns. The PBA asserts that the submission of a note, rather than the form, would not prevent the employer from determining the *bona fides* of a sick leave claim.

In a scope of negotiations determination, we only make rulings on issues that are actively in dispute. See City of Union City, P.E.R.C. No. 91-97, 17 NJPER 253 (¶22116 1991). Given the Sheriff's acknowledgment that certain aspects of the policy (e.g., who pays for the cost of obtaining sick leave verification) or its application can be arbitrated, and given that certain of the PBA's challenges to the policy are speculative rather than based upon actual facts (e.g., home monitoring could be used to harass PBA members), we will not review all aspects of the policy. We find only that the following issues are actively in dispute:

1. That an employee must call out sick at least one hour to the start of his/her shift;
2. The challenge to the "Attendance Restriction" portion of the policy;
3. The allegation that the requirements that an employee fill out and submit the "Health Care Provider Sick Leave Verification Form," rather than a doctor's note, and obtain a receipt from a pharmacy if he/she leaves home while

on leave violate the employee's right to privacy;

4. The allegation that the policy became effective in violation of the five working day advance notice requirement.

Analysis

Following Piscataway, we have decided dozens of cases, some of which have also been reviewed by the appellate court, involving sick leave verification policies and their application. These cases have defined the negotiable and non-negotiable aspects of this personnel issue.^{3/}

3/ Rahway Valley Sewerage Auth., P.E.R.C. No. 96-69, 22 NJPER 138 (¶27069 1996); State of New Jersey (Dept. of Treasury), P.E.R.C. No. 95-67, 21 NJPER 129 (¶26080 1995); Hudson Cty., P.E.R.C. No. 93-108, 19 NJPER 274 (¶24138 1993); City of Elizabeth, P.E.R.C. No. 93-84, 19 NJPER 211 (¶24101 1993); South Orange Village Tp., P.E.R.C. No. 90-57, 16 NJPER 37 (¶21017 1989); City of Camden, P.E.R.C. No. 89-4, 14 NJPER 504 (¶19212 1988); Borough of Spring Lake, P.E.R.C. No. 88-150, 14 NJPER 475 (¶19201 1988); Jersey City Med. Center, P.E.R.C. No. 87-5, 12 NJPER 602 (¶17226 1986); Newark Bd. of Ed., P.E.R.C. No. 85-26, 10 NJPER 551 (¶15256 1984). UMDNJ, P.E.R.C. No. 95-68, 21 NJPER 130 (¶26081 1995); Teaneck Tp., P.E.R.C. No. 93-44, 19 NJPER 18 (¶24009 1992); City of Paterson, P.E.R.C. No. 92-89, 18 NJPER 131 (¶23061 1992); Mainland Reg. H.S. Dist Bd. of Ed., P.E.R.C. No. 92-12, 17 NJPER 406 (¶22192 1991); Aberdeen Tp., P.E.R.C. No. 90-24, 15 NJPER 599 (¶20246 1989); Jersey City Medical Center, P.E.R.C. No. 87-5, 12 NJPER 602 (¶17226 1986). Cf. Cty. College of Morris Staff Ass'n v. Morris Cty. College, 100 N.J. 383 (1985); City of Elizabeth v. Elizabeth Fire Officers Ass'n, Local 2040, IAFF, 198 N.J. Super. 382 (App. Div. 1985); Teaneck Tp., P.E.R.C. No. 93-44, 19 NJPER 18 (¶24009 1992); City of Paterson, P.E.R.C. No. 92-89, 18 NJPER 131 (¶23061 1992); Mainland Reg. H.S. Dist. Bd. of Ed., P.E.R.C. No. 92-12, 17 NJPER 406 (¶22192 1991); Aberdeen Tp., P.E.R.C. No. 90-24, 15 NJPER 599 (¶20246 1989).

Call out deadline

We restrain arbitration over the portion of the grievance challenging the directive that an employee calling out sick do so at least one hour prior to the start of his/her shift. See Rahway Valley Sewerage Auth., P.E.R.C. No. 96-69, 22 NJPER 138 (¶27069 1996) and Matawan-Aberdeen Reg. School Dist., P.E.R.C. No. 91-71, 17 NJPER 151 (¶22061 1991). In the unlikely event that an employee is unable to meet that deadline and is disciplined or denied sick leave for failing to do so, the application of the policy may be subject to contractual review procedures.

Attendance Restriction

We also restrain arbitration over the challenge to the "Attendance Restriction." Our case law holds that a public employer may require sick leave verification for any use of sick leave regardless of an employee's past history. See Elizabeth and Elizabeth Fire Officers Ass'n, Local 2040, IAFF, 198 N.J. Super. 382, 386 (App. Div. 1985) (public employer has managerial prerogative to require sick leave verification at any time).

Health Care Provider Sick Leave Verification Form and Pharmacy Receipt Requirement

In City of Trenton, P.E.R.C. No. 2005-20, 30 NJPER 413 (¶135 2004), we declined to restrain arbitration of a challenge to the application of a portion of a policy governing an employee's

return to duty that required disclosure of "the condition that the member was treated for." The majority representative asserted that the illness disclosure requirement violated the federal Americans with Disabilities Act (ADA), 42 U.S.C. §12101, et seq., as well as regulations implementing it and federal court decisions construing it. See discussion in Trenton, 30 NJPER at 415-416.

The difference between Trenton and this case is that Trenton involved both the creation of the policy and its application to a specific employee. Here the dispute is over the establishment of the policy, not any application of it. As we noted in Trenton, both the employees and the employer have legitimate interests regarding the illness causing an employee's absence from work. Guidelines have been promulgated to aid employers in the proper administration of the ADA. And, the Appellate Division of the Superior Court, in In re Township of Parsippany-Troy Hills, 419 N.J. Super. 512, 524-525 (App. Div. 2011) noted that providing sick leave verification could be accomplished without compromising employee privacy interests.

The Sheriff asserts that the terms of its policy protect employees' privacy interests. For example, the Sheriff notes that the Sick Leave Verification Form conspicuously states:

HEALTH CARE PROVIDER MUST NOT DISCLOSE THE EMPLOYEE'S UNDERLYING DIAGNOSIS, MEDICAL CONDITION, MEDICAL TREATMENT, GENETIC INFORMATION OR FAMILY MEDICAL HISTORY.

The Sheriff also notes that nothing in the Policy requires employees to identify medications that they are taking.

Our review of the Policy and accompanying forms satisfies us that potentially confidential medical information is not being solicited. Therefore, we do not find that the Policy implicates employee privacy concerns to such an extent so as to outweigh the Sheriff's prerogative to establish a sick leave verification policy and requisite forms to implement it. See Newark Board of Education, P.E.R.C. No. 85-26, 10 NJPER 551 (¶15256 1984) (prerogative to establish policy extends to adoption of forms to implement it). Accordingly, we restrain arbitration over these aspects of the Policy. However, should an issue arise over the implementation of the Policy in terms of the Sheriff's compliance with ADA requirements, the affected officer may resort to contractual grievance procedures or pursue other remedies available to him or her.

Advance Notice Requirement

N.J.S.A. 34:13A-5.3 provides in relevant part:

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Implicit in this statutory duty is that an employer contact the majority representative in advance of implementing changes that affect mandatorily negotiable terms and conditions of

employment. We have held that contract language providing for a specified amount of prior notice of changes in working conditions is enforceable through binding grievance arbitration. See e.g. Edison Tp., P.E.R.C. No. 2009-51, 35 NJPER 72 (¶29 2009).

An employer's right to establish rules on subjects that are not mandatorily negotiable includes the right to implement those rules. North Hudson Regional Fire and Rescue, P.E.R.C. No. 2000-78, 26 NJPER 184 (¶31075 2000). However, we have also held that even where the employer has a managerial prerogative to take unilateral action that would have an impact upon employee working conditions, the parties may negotiate language requiring advance notice of the action so long as the requirement does not unreasonably delay implementation or prevent the employer from taking action in response to an emergency. Id.^{4/} Since the Sheriff's Office and County do not allege that providing five days' notice of the Policy would have significantly interfered with governmental policymaking, we decline to restrain arbitration over the PBA's challenge to the alleged failure to provide that notice prior to implementing the Policy.

^{4/} Where advance notice and other procedural requirements are enforceable through arbitration, remedies may not interfere with the ultimate right to exercise a managerial prerogative. See Lacey Tp. Bd. of Ed. v. Lacey Tp. Ed. Ass'n, 259 N.J. Super. 397 (App. Div. 1991), aff'd o.b., 130 N.J. 312 (1992) (arbitrator's order that evaluation be expunged for violation of evaluation procedure did not bar Board from reevaluating teacher).

ORDER

The request of the Union County Sheriff's Office for a restraint of binding arbitration is granted with respect to "Call Out Deadline," "Attendance Restriction," "Health Care Provider Sick Leave Verification Form," and "Pharmacy Receipt Requirement," but denied with respect to "Advance Notice Requirement." As indicated in our opinion, no determination is made as to the negotiability of the remainder of the "Sick Leave & Workers' Compensation Leave Verification Policy" adopted on March 12, 2015.

BY ORDER OF THE COMMISSION

Chair Hatfield, Commissioners Bonanni, Boudreau and Eskilson voted in favor of this decision. Commissioner Voos voted against this decision. Commissioner Wall recused himself. Commissioner Jones was not present.

ISSUED: March 31, 2016

Trenton, New Jersey

APPENDIX**SICK LEAVE & WORKERS' COMPENSATION LEAVE VERIFICATION POLICY**
GENERAL

As part of the County's continuing efforts to ensure a healthy and productive workforce, the County will use the following procedures when verifying and monitoring employees' use of sick leave and workers' compensation leave.

1. Any employee requesting sick leave must call in no later than one hour before he/she is scheduled to report to work. Employees covered by a collective bargaining agreement will be required to call out sick within the time frames established by that agreement. An employee must try to speak directly with his/her supervisor. If a supervisor is unavailable, messages must be left on a Department answering machine or transmitted via email.
2. Except as otherwise provided in a collective negotiations agreement, any employee who is absent due to his or her own illness for three (3) or more consecutive working days shall submit to his or her supervisor a completed Health Care Provider Sick Leave Verification Form (copy attached as Addendum A) prior to the employee's next shift. Any employee who uses sick leave intermittently two (2) or more times within ten (10) calendar days, must provide his or her supervisor, or a designated representative, a completed Health Care Provider Sick Leave Verification Form following the second absence and each absence thereafter in the ten (10) calendar-day period. Employees must complete this form to receive sick pay.
3. When an employee exhibits a pattern of sick leave use or uses sick leave frequently, the employee may be given written instructions to provide the Health Care Provider Sick Leave Verification Form for *all* future absences regardless of the length of absence. This is referred to as an "Attendance Restriction." Attendance Restrictions may be imposed when (1) an employee consistently uses sick leave on the same days (e.g. Mondays, Fridays); (2) the employee consistently uses sick leave before or after scheduled days off, holidays or weekends; (3) the employee consistently uses sick leave immediately following a pay day; (4) the employee uses sick leave as fast as it is earned; or (5) any other demonstrable pattern of sick leave usage.
4. The employee's supervisor, or a designated representative, may call the employee's home telephone number during the

employee's absence to verify the employee's use of sick leave or workers' compensation leave. The employee must answer the telephone call personally, and should the employee fail to answer his/her home phone, he/she may be subject to discipline.

5. The employee's supervisor, a designated representative, or the Union County Police Department may visit the employee's home during the employee's absence to verify the employee's use of sick leave or workers' compensation leave. The employee must be present and should the employee fail to be present during a visit, he/she may be subject to discipline.
6. In the event an employee leaves home to visit a physician or medical provider, the employee must obtain a physician's note verifying the time the employee arrived at the physician's office and the time the employee left the care of the physician. This note should not disclose the condition or injury for which the employee visited the physician. Moreover, this note only must be submitted to a supervisor upon request and must be retained by the employee during the pendency of his or her sick leave or workers' compensation leave.
7. In the event an employee leaves home to visit a health care store, pharmacy or other store for reasons related to the employee's illness, injury or leave, the employee must retain a copy of the receipt of any items purchased to verify the employee's presence at the store. This receipt only must be submitted to a supervisor upon request and must be retained by the employee during the pendency of his/her sick leave or workers' compensation leave.
8. Nothing contained herein shall limit the County's or employee's rights under the County of Union Family Leave and Medical Leave Act Policy, the Family and Medical Leave Act and the New Jersey Family Leave Act. Should any of the terms of this policy conflict with these Acts, they shall be superseded by those Acts.
9. **NOTHING CONTAINED HEREIN SHALL REQUIRE AN EMPLOYEE TO FORGO THE MEDICAL CARE THAT HE/SHE NEEDS UNDER ANY CIRCUMSTANCES.**

SUPERVISOR'S RESPONSIBILITIES

The County depends upon supervisors to ensure sick leave and workers' compensation leave benefits are used as intended. For the purposes of this section, supervisors are those County

employees responsible for investigating and monitoring employees' use of sick leave and workers' compensation leave as designated within a Department. The following steps should be taken by supervisors to ensure that sick leave and workers' compensation leave benefits are not abused and that the County's programs are implemented properly:

- Ensure County employees are aware that they are expected to report to work each day as scheduled and that attendance will be a factor considered in evaluating job performance.
- Ensure sick leave or workers' compensation leave benefits, and the verification thereof, are administered and applied on a fair and consistent basis.
- Monitor sick leave usage for each employee on a monthly or quarterly basis, and bring instances of above average usage or development of potential patterns of sick leave abuse to the attention of the Department personnel liaison or the County's Division of Personnel Management & Labor Relations.
- Use employee performance evaluations to formally acknowledge work attendance or to document attendance problems, issues and concerns.

Supervisors may obtain assistance in managing sick leave and workers' compensation leave usage and correcting instances of sick leave and workers' compensation leave abuse from the County's Division of Personnel Management & Labor Relations.

PROHIBITED ACTIVITIES AND GUIDELINES

EMPLOYEES

1. Employees shall not use sick leave or workers' compensation leave to conduct personal business (e.g. work at other jobs, car repairs, non-medical personal appointments, babysitting, home repairs, etc.)
2. Employees shall not engage in sick leave abuse or chronic or excessive absenteeism as these terms have been defined by the New Jersey Civil Service Commission and applicable law.
3. Employees shall not fail to complete, when required, the Health Care Provider Sick Leave Verification Form.

4. Employees shall ensure that all information provided in the Health Care Provider Sick Leave Verification Form is true and accurate.
5. Employees shall not fail to answer their telephone when a County representative attempts to verify the use of sick leave or workers' compensation leave.
6. Employees shall not fail to be present at home when a County representative attempts to verify the use of sick leave or workers' compensation leave.
7. Employees shall not give untruthful statements to any County employee or representative who is attempting to verify the use of sick leave or workers' compensation leave.
8. Employees shall not fail to retain documentation verifying trips to medical providers or other stores listed above. Such documentation may be used to verify that an employee's unavailability was excusable.

Any violation of these policies may result in discipline up to and including discharge from employment.

ADDITIONAL GUIDELINES FOR SUPERVISORS

1. Supervisors shall not fail to complete, when necessary, the Supervisors' Sick Leave/Workers' Compensation Leave Investigation Form (Attached as Addendum B).
2. Supervisors shall not provide untruthful responses when completing the Supervisors' Sick Leave/Workers' Compensation Leave Investigation Form.

Any violations of these policies may result in discipline up to and including discharge from employment.

REPORTING ABUSES OF SICK LEAVE OR WORKERS' COMPENSATION LEAVE

Employees are encouraged to report all abuses of sick leave and workers' compensation leave, and may do so by contacting the County's Division of Personnel Management & Labor Relations. Employees who report suspected sick leave or workers' compensation leave abuse will not be subject to any retaliation. Employees who submit a false report of abuse may be subject to discipline.

**Addendum A
Health Care Provider Sick Leave Verification Form**

SECTION I: FOR COMPLETION BY THE EMPLOYER

Employer's name and contact information: _____

Employee's name: _____

Employee's job title: _____ Regular Work Schedule: _____

Employee's Essential Job Functions: _____

Job description attached: Yes No

SECTION II: FOR COMPLETION BY THE HEALTH CARE PROVIDER

NOTE: HEALTH CARE PROVIDER MUST NOT DISCLOSE THE EMPLOYEE'S UNDERLYING DIAGNOSIS, MEDICAL CONDITION, MEDICAL TREATMENT, GENETIC INFORMATION OR FAMILY MEDICAL HISTORY.¹

Health Care Provider's name and business address: _____

Telephone: (____) _____ FAX: (____) _____

Date/time employee seen by provider: _____ Date condition commenced: _____

Date the employee will return to work: _____

Is the employee unable to perform any of his/her essential job functions: Yes No

¹ The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. (75 Fed. Reg. 68924)

If yes, identify the essential job functions the employee is unable to perform:

Employee is unable to perform these essential job functions:

Permanently Temporarily, until:

Does the employee pose a direct threat to himself/herself, or to other employees of Union County because of a medical condition: Yes No

If yes, explain the threat:

Employee poses a direct threat:

Permanently Temporarily, until:

Health Care Provider's Signature: _____ Date: _____

I certify that the above statements are true and correct. I understand that if any of the foregoing statements are false, I will be subject to punishment.

Employee's Signature: _____ Date: _____