

California Employer Win – Multiple Month Leave Without Finite Return Date Is Not a Reasonable Accommodation

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A recent Southern District of California court decision provides California employers with additional guidance on what constitutes a reasonable accommodation.

In *Ruiz vs. Paradigmworks Group, Inc.*, the plaintiff worked as an outreach and admissions counselor. While at home, she broke her ankle. During her recovery, she was unable to work and perform the essential functions of the job. After her injury, the employer granted plaintiff's first leave. At the end of that leave, plaintiff was still unable to return to work and was still temporarily disabled resulting in a second request for leave from plaintiff's medical doctor. This additional leave was also granted.

At the end of the second leave, 14 weeks after plaintiff's first leave commenced, plaintiff was still temporarily disabled and the plaintiff's doctor authored a third medical leave request. Approximately 11 days thereafter, the employer terminated plaintiff's employment, but noted that she was eligible for rehire when she was able to return to work.

It was another six months before plaintiff was ready to return to work. Plaintiff then filed this lawsuit under the Americans with Disability Act as well as the California Fair Employment and Housing Act. The employer filed a motion for summary judgment, which was granted in their favor in its entirety.

Under the Americans with Disabilities Act, cases usually hinge on whether a person is a qualified individual with a disability, with or without reasonable accommodation. This case was no different. The Court's analysis noted the plaintiff in this case was not a qualified individual with a disability because she was unable to work. However, it did note an extended medical leave or an extension of an existing leave period may be a reasonable accommodation if it does not pose an undue hardship on the employer. It reasoned that an individual who cannot perform any of the essential functions of the job may nevertheless be "qualified" if he/she would be able to perform those functions at some definite point in the future and it would not pose an undue hardship on the employer to give the individual leave until that time arrives.

The court indicated that in this case, when the employer received the third leave request, it was still uncertain that applicant would be able to return to work after that leave as the prior two leaves both needed to be extended. The court found this persuasive evidence finding that the employer, thus, had no reason to believe that applicant would be able to return after the third leave. Furthermore, as the evidence demonstrated, the plaintiff, in fact, was unable to return after the third leave would have ended. Therefore, the termination was lawful and a request for an indefinite leave of absence was not a reasonable accommodation.

Employers should note that this case did have a unique fact. The employer in this case was required to have five outreach and admissions counselors on site at all times pursuant to a contract. The employer made the argument that due to the contractual requirements, it was an undue hardship to leave that position open indefinitely.

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Topics

Disability And Medical Leave, Leave, ADA, Accommodation, Reasonable Accommodation, Americans With Disabilities Act