September 18, 2023

District of New Jersey Reiterates What Is Just Not Reasonable

The U.S. District Court for the District of New Jersey recently reaffirmed that an employee's request for an indefinite period of light duty or unpaid medical leave is not a reasonable accommodation under the New Jersey Law Against Discrimination (NJLAD). The court's decision in *Wraith v. Wayfair, Inc.* follows a line of past decisions from both the U.S. Court of Appeals for the Third Circuit and New Jersey state courts, which have consistently held that indefinite medical leave and indefinite light-duty assignments are not reasonable accommodations under either federal or state antidiscrimination statutes.

The employee in *Wraith* worked as a warehouse associate, a job that routinely required him to perform physical labor such as lifting items of up to 75 pounds, maneuvering items of more than 150 pounds and working on the warehouse floor for at least eight hours per day. In early 2020, the employee suffered an injury to his right shoulder while moving a box off a trailer at work. The injury inhibited the employee's ability to hold any weight with his right arm or reach for any object more than a foot from his body. Eventually, the employee was diagnosed with a right rotator cuff injury and shoulder impingement syndrome, for which he was prescribed steroid injections as treatment. The employee's doctor also instructed him not to work while recovering from his injury.

At the time of the employee's injury, the employer had multiple light-duty positions available, such as running machines and scanning boxes. The record indicated that the employer hired individuals whose only duty was scanning boxes and that other light-duty jobs were available as well, including sorting boxes, sweeping and removing garbage. Nevertheless, the employer terminated the employee after he used up all his paid time off and was unable to provide the employer with a definite date on which he would be cleared to return to full duty.

The employee sued, alleging various claims, including a failure to accommodate under the NJLAD. Following discovery, the employer moved for summary judgment on all claims. Regarding the failure to accommodate claim under the NJLAD, the employer argued that the employee never made a request for an accommodation prior to his termination, and that even if he had, the employee was unable to perform the essential functions of his position (particularly lifting heavy objects) and an indefinite period of unpaid medical leave was not a reasonable accommodation. The employee argued that offering him medical leave or one of the available light-duty positions were reasonable accommodations the employer could have provided to him rather than terminating him.

The court agreed with the employer, noting that the employee's "inability to provide an expected timeline for his recovery" was fatal to his failure to accommodate claim. The court held that the employee's failure to provide a date by which he would be able to return to full duty rendered his alleged request for light-duty work indefinite, and said that such a request is not a reasonable accommodation under the NJLAD. Further, consistent with numerous decisions from other state and federal courts in New Jersey, the court held that indefinite unpaid medical leave also is not a reasonable accommodation under the NJLAD.

Additionally, the employee argued that the employer violated the NJLAD by failing to engage in an interactive process with him regarding potential accommodations. The court also rejected that argument, noting that all the medical documentation provided by the employee indicated that he could not return to work for an indefinite period of time. Because the only accommodation available at that point was an indefinite leave of absence, the court held that the employer was not required to engage in the interactive process. In other words, where an employee cannot perform the essential functions of their position and cannot identify a reasonable accommodation available to them, the employer is not obligated to engage in the interactive process.

The court's decision in *Wraith* bolsters the growing body of case law holding that, while employers are still required to provide disabled employees with reasonable workplace accommodations under both state and federal antidiscrimination laws, such accommodations do not include indefinite periods of light duty or unpaid medical leave. While the *Wraith* court also refused to impute liability to the employer for failing to engage in the interactive process, employers should be aware that it is best practice to engage in the interactive process whenever an employee indicates that they are unable to perform the essential functions of their position due to a disability. If, once engaged in the interactive process, an employee is unable to provide the employer with a definite timeline for their return to full duty, the employer may be able to deny requests for certain indefinite accommodations. Regardless, employers faced with employee requests for medical accommodations should seek counsel to determine how best to navigate those issues.

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