A Breath of Fresh Air for Employers Managing Extended Medical Leaves

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When an employee's on-the-job injury affects their ability to perform essential job functions, federal and state law require, among other things, that an employer engage in an "interactive process" to explore potential reasonable accommodations that would allow the employee to perform those essential job functions, absent an undue hardship. Medical leave can be an effective accommodation for employees if it enables them to recover and return to work and perform those essential job functions. However, this form of accommodation often poses significant challenges for employers due to the absence of any bright-line test as to when that leave no longer becomes reasonable or becomes an undue hardship.

A recent unpublished decision by the California Court of Appeal in *George Manos v. J. Paul Getty Trust* provides employers with a bit more clarity as to what is – and is not – required when it comes to extended medical leaves that are provided as an accommodation.

What Exactly Happened in This Case?

George Manos was an HVAC technician at the Getty who required significant time off work following a leg fracture he sustained at work. Over the span of approximately one year, he utilized 12 weeks of protected leave and then requested extensions of his leave on several occasions, which the employer granted. Notably, with each extension request, Manos's doctor requested "indefinite" leave but provided a return-to-work date. When Manos had been out for 10 months and made his fourth leave request, he and his doctor were asked to complete a questionnaire addressing, among other things, his ability to return to work and perform the physical tasks required of the HVAC technician role. Manos's response listed that the end date for his leave was "unknown," and the doctor noted that the condition was temporary and the period of impairment was 12 to 18 months. Based on these responses, the Getty considered the employee's accommodation request to be a request for indefinite leave and made the decision to terminate.

Manos filed suit eight months after being terminated, claiming the Getty failed to engage in the interactive process and failed to accommodate his disability (among other claims). According to the Getty, not only did Manos remain unable to work, but there was no other job that he could have performed, considering his substantial restrictions. The trial court granted summary judgment in favor of the Getty, and on appeal, a three-judge panel of the Court of Appeal unanimously affirmed.

Specifically, the court agreed that the Getty *had* adequately engaged in the interactive process, citing undisputed evidence that they *did* accommodate the employee through several leave extensions and made reasonable efforts to explore potential accommodations to return (through the questionnaire).

Takeaways for California Employers

While employers will continue to live without any bright-line test for determining when a leave reaches the stage of "indefinite," this decision provides several important takeaways for employers dealing with accommodation requests implicating leaves of absence:

- Granting an extended (but finite) medical leave remains a potential reasonable accommodation that generally must be considered and provided, absent undue hardship.
- Medical questionnaires may be a helpful tool to utilize during such a leave. They may serve several purposes, including demonstrating an employer's good-faith engagement in the interactive process, providing often-needed clarification on the actual meaning behind the return-to-work date on a one-page doctor's note, and helping confirm whether other effective accommodations (besides leave) may be available.

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