

PUBLICATION

6th Circuit Clarifies Employer's Obligations Under ADA Interactive Process

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The Sixth Circuit Court of Appeals recently reiterated some important principles in ADA accommodation. In *Jakubowski v. Christ Hosp., Inc.*, --- F.3d --- (6th Cir. 2010), a medical resident with Asperger's syndrome sued his former employer for allegedly failing to accommodate his disability. The employee was terminated after numerous poor reviews resulting from his inability to effectively communicate with patients and other hospital employees. After the Plaintiff received notification that his employment would be terminated, and before he went through the Hospital's internal grievance process, the employee's attorney requested that the hospital accommodate the employee by demonstrating "knowledge and understanding" of the employee's condition. The employee's attorney asserted that his client "could successfully continue his residency if the other physicians and nurses were made aware of his condition and the symptoms and triggers of Asperger's." The employer met with the employee, discussed the proposed accommodation, explained why the proposed accommodation was unreasonable, and offered to help him transfer to a pathology residency that would not involve patient interaction. The employee refused, and he was terminated.

The Court affirmed summary judgment dismissing the employee's claim. First, the Court recognized that an essential function of the job was "communicating with professional colleagues and patients in ways that ensure patient safety." The court noted that the employee could not perform this function without accommodation, as noted by his performance reviews. Next, the Court analyzed whether the employee had requested reasonable accommodation. The Court reasoned that the employee had not requested reasonable accommodation because his proposed accommodation, "knowledge and understanding" by hospital staff, would not enable the employee to effectively communicate with patients. In other words, the proposed accommodation did not address the employee's inability to perform one of the essential functions of the job. Finally, the Court reasoned that the employer had engaged in the interactive process of reasonable accommodation in good faith by meeting with the employee, discussing the proposed accommodation, explaining why it was unreasonable, and offering to help him find an alternative career path that would not involve patient interaction.

This case provides the following take aways for employers: (1) effective communication can be an essential job function in appropriate circumstances; (2) an employee's proposed accommodation must fully address the employee's inability to perform the job in order to be a reasonable accommodation; and (3) an employer meets its obligations to engage in the interactive process by meeting with the employee, discussing the proposed accommodation, explaining why it was unreasonable, and offering to help him find an alternative career path with the employer.