

Extended, Indefinite Leave Request Is Usually NOT a Reasonable Accommodation

Labor & Employment Law Update

By Laurie Meyer on August 19, 2025

A recent decision from the Fourth Circuit Court of Appeals tackled the question of when an employer is obligated to provide leave as a disability accommodation when the leave request is for an indefinite length of time. In *Coffman v. Nexstar Media Inc.*, No. 23-2253 (4th Cir. July 22, 2025), the Fourth Circuit upheld the dismissal of a former employee's claims under the West Virginia Human Rights Act (WVHRA) and the Family and Medical Leave Act (FMLA), finding that her request for additional leave after a six-month absence and no definite return date was not a reasonable accommodation. The Fourth Circuit's ruling highlights that while employers must provide reasonable accommodations for disabilities, they are not required to grant open-ended or indefinite leave to satisfy their obligations.

Caselaw Background

Coffman was an account executive at a Nexstar news station in West Virginia. During the employee's pregnancy, she developed serious medical complications requiring her to be on bedrest. Nexstar allowed her to work remotely in the weeks leading up to her delivery date. On February 23, 2022, Coffman gave birth to twins via c-section and was promptly granted 12 weeks of FMLA leave.

A few days into her FMLA leave, Coffman learned that she was experiencing serious complications from her c-section for which she would need a series of surgeries. She applied and received short term disability (STD) benefits, which ran concurrently with her FMLA leave and continued to run after the employee's FMLA leave ended in mid-May of 2022.

By the end of June, Nexstar reached out to Coffman as it had yet to receive a doctor's return-to-work approval. Coffman responded by stating she could not provide a return-to-work date as she had two anticipated upcoming surgeries and that "they're extending [my STD] benefits." When HR clarified that STD benefits are not the same as job-protected leave, Coffman asked, "Do you want to speak to my lawyer?" She then texted HR: "Please do not contact me regarding a return to work date when I have been classified as unable to return and still have short-term disability plus bonding leave." She provided her lawyer's contact information.

Nexstar's HR team followed up in writing, asking again for a return-to-work date, and again clarifying that the STD policy "provides a money benefit, but it is separate from job-protected leave." HR added that "a directive not to contact you is not acceptable." Coffman responded saying she had surgery scheduled in August, and possibly another one in October which would be followed by a four-to-six week recovery time. Nexstar terminated the employee (after she was out of work for six months), finding that it could no longer hold the position open for an indefinite period of time.

Coffman sued Nexstar under state law, alleging failure to accommodate, disability discrimination, and retaliation under the WVHRA and the FMLA. The district court granted summary judgment in Nexstar's favor and the Fourth Circuit affirmed, concluding that Coffman's request for additional leave amounted to an indefinite leave request. Applying Americans with Disabilities Act (ADA) standards, the court found that while the law requires employers to provide reasonable accommodations, it does not require them to hold a position open for an open-ended or uncertain return date: "Nothing in the text of the reasonable accommodation provision requires an employer to wait an indefinite period for an accommodation to achieve its intended effect. Rather, reasonable accommodation is by its terms most logically construed as that which presently, or in the immediate future, enables the employee to perform the essential functions of the job in question."

Key Takeaways for Employers

- **Indefinite leave is not required.** While the ADA and most states require employers to provide leave as a reasonable accommodation, the obligation does not extend to holding a position open for an unknown or open-ended return date.
- **Follow up regularly during leave.** Maintain periodic contact with employees on extended leave to confirm their anticipated return date. Document all communications so there is a clear record of the employer's efforts to engage in the interactive process and plan operational needs.
- **Document the interactive process.** Even if an accommodation request ultimately cannot be granted, employers should clearly document communications, requests, and efforts to explore alternatives.
- **Consider operational impact.** Courts recognize that certain positions may require continuous coverage, and prolonged absences without a firm return date may create undue hardship.
- **Separate benefits from legal obligations.** Some employees mistakenly believe that short-term disability benefits are the equivalent of job-protected leave, when in reality, they are just wage replacement and don't extend ADA or FMLA leave. Providing additional paid or unpaid leave beyond the law's requirements is discretionary; employers should be consistent in applying policies to avoid discrimination claims.

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- **Employees can't avoid HR by directing employers to "talk to their lawyer."** Employers always have the right to communicate directly with their employees, and this is especially true when employers have a *duty* to engage in the interactive process about potential reasonable accommodations.
- **Always consider relevant state and local laws.** As always, your mileage may vary depending upon the state and local laws in play. Always consult with experienced HR and/or legal counsel when making determinations about accommodation requests.

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