Understanding Your Rights:

ADA, Accommodations, and Medical Leave for Local 1180 Members in the Private, Non-Profit, and Public Sectors

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Last issue, we covered disability-related protections for public sector members under Section 72 of the Civil Service Law and H+H Regulations. For our private sector and non-profit members, the framework is different, but the core principle is the same: your employer cannot simply remove you from work or push you out because of a medical condition without first addressing your rights. Importantly, these protections are not limited to one sector—the rights discussed here also apply broadly to our public sector members.

Every Local 1180 member is covered by a **Collective Bargaining Agreement (CBA),** and that is your first and strongest source of protection. Our contracts often go beyond federal and state law by providing clearer procedures, stronger job protections, and enforceable rights through the grievance and arbitration process. That said, each contract is different. You should always review your specific agreement and contact your union representative to understand the protections that apply to you.

Federal law, primarily the **Americans with Disabilities Act (ADA)** and, where applicable, the **Family and Medical Leave Act (FMLA)** sets the baseline. Under the ADA, your employer cannot discriminate against you because of a disability and must provide a reasonable accommodation if you need one to perform the essential functions of your job. Once you inform your employer that you have a medical condition and need a change at work, they must engage in an interactive process with you to identify a workable solution. This requires good faith. Delays, silence, or automatic denials can violate both the law and your contract.

A reasonable accommodation can include changes such as modified schedules, remote or hybrid work where feasible, time off for treatment, temporary adjustments to duties, additional breaks, or changes to how your work is performed. The goal is to allow you to continue working. Your employer does not have to provide your preferred accommodation, but they must seriously consider effective alternatives.

There is one limit: your employer is not required to provide an accommodation that creates an undue burden (also called undue hardship). This means significant difficulty or expense when considering the employer's size, resources, and operations. However, employers must be able to explain this with facts, not assumptions. Many accommodations are low-cost and reasonable, and blanket denials often do not meet this standard.

If your condition prevents you from working for a period of time, you may also have rights under the FMLA, which provides up to 12 weeks of unpaid, job-protected leave with continued health benefits. But again, your CBA may provide stronger protections, including paid leave or extended coverage. Your state may also have additional leave (we will cover this on another issue). But even if you are not eligible for FMLA, or once that leave ends, your rights do not stop. The ADA may still require additional leave, a modified return-to-work schedule, or other accommodations.

Your employer cannot ignore your request, rely on stigma or assumptions, or retaliate against you for asserting your rights. When you are covered by a union contract, these actions may violate both the law and your CBA.

If your employer fails to meet these obligations, you have options. You can enforce your rights through your union by filing a grievance under your contract, if applicable. You may also file a complaint with the Equal Employment Opportunity Commission (EEOC) or a state or local agency, such as the New York State Division of Human Rights, depending on your situation. These processes can move in parallel, and your union can help you evaluate the best approach.

You can protect yourself by putting requests in writing, keeping records of all communications, and responding to reasonable requests for medical documentation. Most importantly, involve your union early. These cases are often won or lost at the beginning, when the employer is deciding how to respond.

If you believe you are being discriminated against, targeted, or retaliated against because of a disability, call your union. You do not have to navigate this alone. We are here to enforce your rights, hold employers accountable, and protect your job, your dignity, and your future.

Employers Can't:

Ignore your request
Your employer must respond. Silence or inaction can violate the law and your contract.

Delay or stall
Unreasonable delays can be treated as a denial of your rights.

Automatically deny
Every request must be considered individually. Assumptions are not facts.

Refuse to engage
They must participate in the interactive process in good faith to find a solution.

Protect Yourself:

Put it in writing
Clearly document your request and why you need an accommodation.

Keep records
Save emails, notes, and any communications. Details matter.

Respond to requests
Provide reasonable medical documentation when asked, in a timely manner.

Involve your union early
Don't wait. Early action can make a critical difference.