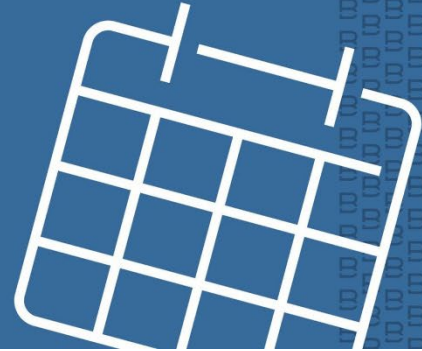


The Work Week

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The Death of the Long-Form Job Description? Essential Functions and the ADA

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Every American with Disabilities Act (“ADA”) accommodation dispute eventually turns to one question: what are the essential functions of the job? Get that answer wrong or fail to properly document it, and an employer’s defense can quickly collapse.

Why Written “Essential Functions” Matter

Under the ADA, an employer only has to accommodate a qualified individual with a disability if that person can perform the job’s essential functions, with or without reasonable accommodation. Marginal or occasional duties do not count. The problem is that “essential” is generally a legal conclusion, and courts will not just take an employer’s word for it.

EEOC regulations and case law point to several factors in defining an essential function: (1) the employer’s judgment as to which functions are essential; (2) written job descriptions prepared before advertising or interviewing applicants for the job; (3) the amount of time spent on the job performing the function; (4) the consequences of not requiring the incumbent to perform the function; and (5) the current work experience of incumbents in similar jobs.

Courts weigh these factors, but a written job description created before a dispute arises carries outsized influence and is treated as strong evidence of what the employer itself considered essential, precisely because it was not written to win a lawsuit.

Where Employers Get Burned

The trouble is that most job descriptions are stale, generic, or inflated with boilerplate duties nobody actually performs. A description that lists “occasional lifting up to 50 lbs” for a desk job, or omits a duty that turns out to be central to the role, gives plaintiff’s counsel an opening: if the description did not identify the function as essential, or if employees rarely perform it in practice,

a jury may conclude it was not essential after all. This could be fatal to the employer's claim that an accommodation was unreasonable or that the employee was unqualified.

Litigation also frequently exposes inconsistency between the written description and how supervisors actually describe the job in a deposition. When a manager testifies that a duty "doesn't really matter" or "we always cover for each other," that undercuts a job description claiming the same duty is indispensable.

Practical Solutions

Job descriptions should be reviewed and updated regularly rather than treated as a one-time HR exercise. Each essential function should be tied to a concrete business reason, which could include safety, regulatory requirement, experience, or staffing realities, rather than generic language. Descriptions should reflect the job as it is actually performed and cross-checked against supervisor input. Descriptions should also be revisited whenever a role changes or is about to be posted. Employers should also train supervisors handling accommodation requests to speak consistently with the description because a mismatch discovered in litigation is often more damaging than an imperfect original description.

The Bassford Remele Employment Law Group is here to support employers in crafting job descriptions to mitigate risk and ensure the description appropriately defines the essential functions of the role. Please reach out with any questions.

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