

## Accommodating Religious Beliefs Under Title VII Requires Consideration of Various Options

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Title VII of the Civil Rights Act not only prohibits discrimination based on religious beliefs but it requires that employers reasonably accommodate religious observances, practices and beliefs unless the accommodation causes undue hardship on the employer's business. In a recent case before the United States District Court for the Eastern District of Tennessee, the court explained the employer's burden to accommodate religious observances, practice and beliefs.

The plaintiff, a mill operator at the company's hydraulics's facility, worked for the company for almost 10 years without experiencing any conflict between his job and his religious conviction against working on his Sabbath, which was from sundown Friday until sundown on Saturday. In mid-2003, the company eliminated the mill operator's job and he was transferred to the paint and packaging department. The company soon began to mandate Saturday shifts due to an increase in its business.

The plaintiff's supervisor told him that he would be excused from the Saturday overtime shifts only if the plaintiff could find a co-worker in his own department willing to swap shifts. Although he was able to swap some shifts, the plaintiff began to accumulate points under the company's absentee policy. In 2005, the plaintiff was fired because of the points he accumulated for not working on seven different Saturdays.

The plaintiff sued claiming religious discrimination under Title VII. The employer filed a motion for summary judgment asking the court to dismiss the case. The company argued that it could not accommodate the plaintiff's religious beliefs without an undue burden on its business "by way of lost efficiency."

The court denied summary judgment. It held that to avoid violating Title VII's religious accommodation requirement, an employer must do more than show that one method of accommodation failed because it was an undue burden on its business. The court held that an employer has a continuing obligation to find a reasonable accommodation. The court stated that "while it is ... clear the employee must contribute to the conversation and cannot reject a reasonable accommodation; the employer bears the ultimate burden of accommodation, unless it can show that each and every accommodation would cause an undue burden."

In the case before the court, the suggested accommodation of requiring the plaintiff to find a co-worker to swap shifts with was not a reasonable accommodation. When it failed to accommodate the plaintiff's religious practices, the employer had the continuing obligation to find another reasonable accommodation. The court gave examples of how the employer could meet this continuing obligation. The employer could assemble a list of employees who were qualified to substitute for the plaintiff, inform them of the plaintiff's religious conflict and ask them if they would be willing to switch shifts. The company could also post a plant wide notice asking if there were employees willing to switch shifts with the plaintiff. Since the company

failed to show that it considered other accommodations, the court directed that the case be submitted to the jury.

In conclusion, an employer cannot avoid liability under Title VII unless it considers various alternatives in an attempt to find a reasonable accommodation for religious beliefs that does not cause an undue burden on its business. The obligation is continuous until considerations of all reasonable accommodations either fails because they are undue burdens or accommodation is accomplished.

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