

Disparate Treatment

EEOC v. University of Chicago Hospitals, 276 F.3d 326 (7th Cir. 2002) (in case brought on behalf of recruiter alleging constructive discharge due to evangelical religious beliefs, court held the evidence was sufficient to proceed to trial)

EEOC v. Preferred Mgmt .Corp., 216 F. Supp. 2d 763, 813 (S.D. Ind. 2002) (in case brought on behalf of applicant alleging non-hire due to atheism/lack of religious adherence, the court held that evidence the manager told the applicant that “[y]ou damned humanists are ruining the world” and will “burn in hell forever” raised a reasonable inference that the failure to hire her was unlawfully based on religion)

Harassment

EEOC v. Sunbelt Rentals, Inc., 521 F.3d 306 (4th Cir. 2008) (reversing summary judgment for the employer and remanding the case for trial, the court ruled that a reasonable fact finder could conclude that a Muslim employee who wore a kufi as part of his religious observance was subjected to hostile work environment religious harassment when fellow employees repeatedly called him “Taliban” and “towel head,” made fun of his appearance, questioned his allegiance to the United States, suggested he was a terrorist, and made comments associating all Muslims with senseless violence). In *Sunbelt*, the Fourth Circuit Court of Appeals held: “we cannot regard as ‘merely offensive,’ and thus ‘beyond Title VII’s purview,’ *Harris*, 510 U.S. at 21, constant and repetitive abuse founded upon misperceptions that all Muslims possess hostile designs against the United States, that all Muslims support jihad, that all Muslims were sympathetic to the 9/11 attack, and that all Muslims are proponents of radical Islam.” 521 F.3d at 318.

EEOC v. WC&M Enter., Inc., 496 F.3d 393 (5th Cir. 2007) (reversing summary judgment for the employer and remanding the case for trial, the court ruled that a reasonable fact finder could conclude that harassment initiated after September 11, 2001, against a car salesman who was born in India and is a practicing Muslim was severe or pervasive and motivated by his national origin and religion).

EEOC v. AKZ Mgmt., Inc., Civil Action No. 07-8356 (S.D.N.Y. consent decree filed Sept. 26, 2007) (settlement of religious harassment and disparate treatment claims on behalf of employees who were pressured by management to practice or conform to Scientology).

Sincerely Held

EEOC v. Union Independiente De La Autoridad De Acueductos, 279 F.3d 49, 56 (1st Cir. 2002) (evidence that Seventh-day Adventist employee had acted in ways inconsistent with the tenets of his religion, for example that he worked five days a week rather than the required six, had lied on an employment application, and took an oath before a notary upon becoming a public employee, can be relevant to the evaluation of sincerity but is not dispositive)

EOC v. Ilona of Hungary, Inc., 108 F.3d 1569 (7th Cir. 1997) (en banc) (Jewish employee proved her request for leave to observe Yom Kippur was based on a sincerely held religious belief even though she had never in her prior eight-year tenure sought leave from work for a religious observance, and conceded that she generally was not a very religious person; the evidence showed that certain events in her life, including the birth of her son and the death of her father, had strengthened her religious beliefs over the years)

Discussion of Request – Implications of Not Cooperating

EEOC v. Tyson Foods, Inc., Civil Action No. 99-5126 (W.D. Ark. consent decree entered Aug. 14, 2000) (settlement of Title VII challenge to employer’s policy of requiring a letter from a church in support of all accommodation requests).

EEOC v. Arlington Transit Mix, Inc., 957 F.2d 219, 222 (6th Cir. 1991) (“[a]fter failing to pursue [a voluntary waiver of seniority rights] or any other reasonable accommodation, the company is in no position to argue that it was unable to accommodate reasonably [plaintiff’s] religious needs without undue hardship on the conduct of its business”)

EEOC v. Ithaca Indus., Inc., 849 F.2d 116 (4th Cir. 1988) (employer’s failure to attempt to accommodate violated Title VII).

“Reasonable” Accommodation is one that “Eliminates the Conflict”

EEOC v. Firestone Fibers & Textiles Co., 515 F.3d 307 (4th Cir. 2008) (analyzing reasonableness of proposed accommodation based on facts typically considered as part of undue hardship analysis).

EEOC v. Ilona of Hungary, Inc., 108 F.3d 1569 (7th Cir. 1997) (employer did not satisfy reasonable accommodation requirement by offering to let Jewish employees take off a day other than Yom Kippur, because that would not eliminate the conflict between religion and work).

EEOC v. Universal Mfg. Corp., 914 F.2d 71 (5th Cir. 1990) (employer’s offer of five working days off or alternatively seven days off if employee worked one shift within that seven days, did not satisfy obligation to offer reasonable accommodation of her religious practice of refraining from work during seven-day religious festival, where employer did not show undue hardship).

Accommodating Religious Observances By Making Exceptions to Dress and Grooming Codes

EEOC v. Alamo Rent-A-Car, LLC, 432 F. Supp. 2d 1006 (D. Ariz. 2006) (employer incorrectly believed that if it allowed plaintiff to wear her religious headscarf it could not enforce its uniform policy with respect to other employees, and failed to show undue hardship based on its fear that, hypothetically, allowing the accommodation would open “the floodgates to others violating the uniform policy”).

EEOC v. Red Robin Gourmet Burgers, Inc., 2005 WL 2090677 (W.D. Wash. Aug. 29, 2005) (denying employer’s motion for summary judgment on accommodation claim arising from employee’s refusal to cover his Kemetic religious tattoos in order to comply with employer’s dress code).

EEOC v. Oak-Rite Mfg. Corp., 2001 WL 1168156 (S.D. Ind. Aug. 21, 2001) (manufacturing employee’s proposed accommodation of wearing close-fitting denim or canvas dress or skirt that extends to within two or three inches above the ankle would impose an undue hardship on employer by requiring it to experiment with employee safety, given the absence of evidence demonstrating safety of proposed accommodation in a comparable work setting).

EEOC v. Brink’s Inc., No. 1:02-CV-0111 (C.D. Ill.) (consent decree filed Dec. 27, 2002) (settlement of case alleging that employee was denied reasonable accommodation when she sought to wear culottes made out of messenger uniform material, rather than the required trousers, because her Pentecostal Christian beliefs precluded her from wearing pants).

EEOC v. Chriskoll, Inc., d/b/a Brookhaven Burger King, Civil Action No. 06-cv-1197 (E.D. Pa. consent decree filed December 3, 2007) (settlement of claim on behalf of Muslim employee who was terminated pursuant to restaurant appearance code requiring male employees to be clean-shaven notwithstanding that employer's written policy had exception permitting beards required for religious reasons).

EEOC v. Comair, Inc., Civil Action No. 1:05-cv-0601 (W.D. Mich. consent decree filed Nov. 22, 2006) (settlement prior to ruling on merits of case on behalf of Rastafarian airline applicant alleging he was not hired because he refused to cut his hair to conform with the company's grooming standards).

EEOC v. Pilot Travel Ctrs .LLC, Civil Action No. 2:03-0106 (M.D. Tenn. consent decree filed April 9, 2004) (settlement prior to ruling on merits of claim on behalf of Messianic Christian maintenance worker, who wore beard as part of his religious practice, and was terminated for refusing to shave in compliance with employer's no-beard policy).

EEOC v. American Airlines, Civil Action No. 02-C-6172 (N.D. Ill.) (Order of Resolution filed September 3, 2002) (resolving claim on behalf of employee who was not hired as passenger service agent because she wore a hijab for religious reasons in violation of the airline's since-changed uniform policy; the airline's current uniform policy specifically contemplates exceptions for religious accommodation of employees).

EEOC v. United Parcel Serv., 94 F.3d 314 (7th Cir. 1996) (genuine issue of material fact regarding whether the employer reasonably accommodated the employee's religious practice of wearing a beard precluded summary judgment for the employer).

Scheduling and Allowing Substitutes and Shift Swaps

EEOC v. Robert Bosch Corp., 2006 WL 406296 (6th Cir. Feb. 21, 2006) (unpublished) (in case involving request for shift swap and relief from mandatory overtime to accommodate Sabbath observance, summary judgment for employer reversed where reasonable factfinder could conclude that employer failed to provide reasonable accommodation based on evidence that plaintiff was told a shift swap would not be permitted and the employer's policy was only designed to identify employees willing to work additional shifts, not to swap shifts).

EEOC and Electrolux Reach Voluntary Resolution in Class Religious Accommodation Case (press release available at <http://www.eeoc.gov/press/9-24-03.html>, Sept. 24, 2003) (settlement whereby employer agreed to accommodate the religious request of 165 Somali workers who, pursuant to the tenets of the Islamic faith, must offer at least five daily prayers, two of which must be observed within a restricted time period of between one and two hours).

EEOC v. Texas Hydraulics, Inc., Case No. 2:06-cv-161 (E.D. Tenn. April 16, 2008) (employer's proposal that employee find another qualified candidate to take his Saturday shift was not a reasonable accommodation because the employer was on notice that the employee "considers it a sin for anyone to work on Saturday, not just himself").

EEOC v. Aldi, 2008 WL 859249 (W.D. Pa. March 28, 2008) ("where an employee sincerely believes that working on [his Sabbath] is morally wrong and that it is a sin to try to induce another to work in his stead, then an employer's attempt at accommodation that requires the employee to seek his own replacement *is not reasonable*") (emphasis in original) (citing *Pyro Mining Co.*, 827 F.2d at 1088).

Scope of Undue Hardship Defense

EEOC v. Southwestern Bell Tel. LP, 2007 WL 2891379 (E.D. Ark. Oct. 3, 2007) (summary judgment for employer denied on claim by two employees that they were improperly denied leave for an annual religious observance that would have required company to pay two other workers overtime wages of approximately \$220 each to fill in, where the facility routinely paid technicians overtime, the employer failed to contact the union about possible accommodation, the policy providing for only one technician on leave per day was not always observed, and there was no evidence that customer service needs actually went unmet on the day at issue) (jury verdict for plaintiffs subsequently entered), appeal docketed, Case No. 08-1096 (8th Cir. filed Jan. 10, 2008)

EEOC v. IBP, Inc., 824 F. Supp. 147 (C.D. Ill. 1993) (adopting EEOC's interpretation in the *Commission Guidelines* that undue hardship means, with respect to costs for a substitute, "costs similar to the regular payment of premium wages," and holding that "[i]nfrequent payment of premium wages made on a temporary basis and administrative costs associated with implementing an accommodation are considered *de minimis*, although the ultimate determination is made with 'due regard given to the identifiable cost in relation to the size and operating cost of the employer.' 29 C.F.R. § 1605.2(e)(1)."

Union Dues

EEOC v. Univ. of Detroit, 904 F.2d 331 (6th Cir. 1990) (because employee's religious objection was to union itself, reasonable accommodation required allowing him to make charitable donation equivalent to amount of union dues instead of paying dues)

EEOC v. Am. Fed'n of State, County & Mun. Employees, 937 F. Supp. 166, 168 (N.D.N.Y. 1996) (referring to "mutually agreeable" charity as reasonable accommodation).

EEOC v. Ohio Civil Service Employees Association, Case No. 2:05-CV-799 (S.D. Ohio consent decree filed Sept. 2006) (lawsuits filed by Civil Rights Division of U.S. Department of Justice and EEOC against Ohio state agencies and their employee union, respectively, over their refusal to accommodate state employees' religious objections to payment of union dues unless the employees were members of churches that have "historically held conscientious objections to joining or financially supporting" unions; pursuant to settlement reached prior to ruling by court on merits, the consent decree provides that a state employee is permitted to pay an amount equal to the union service fee to a mutually agreeable charity if he has sincerely held religious objections to supporting the union, even if he does not belong to such a church);

Employer-Sponsored Programs

EEOC v. Native Angels Homecare Agency, Civil Action No. 7:06-cv-83 (E.D.N.C. consent decree filed March 22, 2007) (settlement prior to decision by court on the merits of claim alleging that a registered nurse was required to attend a "prayer circle" at work and was then terminated because she objected and refused to attend).

EEOC v. Townley Eng'g & Mfg. Co., 859 F.2d 610, 621 (9th Cir. 1988) (court must balance the application of Title VII to the employment policy against private employers' right under First Amendment Free Exercise clause to practice their religion; private secular employer's free exercise right to hold mandatory religious services for employees did not outweigh its Title VII obligation to accommodate atheist employee's request to be exempt from attending the services on religious grounds; excusing plaintiff's attendance would not pose an undue hardship on operation of employer's business).