

**BLOGS**

Discrimination

Federal Third Circuit Court of Appeals Joins Other Circuits in Recent Ruling on Reasonable Religious Accommodations under Title VII

Under [Title VII](#) of the Civil Rights Act of 1964, an employer may not discriminate against any individual because of the individual's religion. To comply with this requirement, employers must reasonably accommodate an employee's sincerely held religious belief and practice, unless doing so would present an undue hardship. The Supreme Court has declined to review two cases where it could have clarified when a religious accommodation is reasonable, and federal appellate courts currently are divided on the issue.

On May 25, 2022, the Third Circuit Court of Appeals joined the [Second](#), [Sixth](#), [Seventh](#), [Ninth](#), and [Eleventh](#) Circuits in holding that an employer's attempted religious accommodation is only reasonable within the meaning of Title VII if it wholly eliminates the conflict between the employee's religious practices and current work requirements. In contrast, the [Fourth](#), [Eighth](#), and [Tenth](#) Circuits have held that a change in work requirements that does not wholly eliminate the conflict may still be a reasonable accommodation under Title VII.

In [Groffv. DeJoy](#), a United States Postal Service ("USPS") employee, Gerald Groff, informed USPS that his religion required him not to perform work on Sundays. After informing USPS of his conflict with working on Sundays, Groff did not show up to work on Sundays, even though he was scheduled, and he was progressively disciplined as a result. USPS's contract with Amazon required USPS to deliver packages on Sundays. USPS offered to allow Groff to come in after his religious service on Sunday, but this did not eliminate Groff's conflict. Next, USPS tried, but failed, to find employees to switch shifts with Groff. Further, Groff requested a position transfer with USPS, but there were no positions that did not require a Sunday shift.

The Third Circuit rejected USPS' argument that "reasonable accommodation" should not require complete elimination of the religious conflict in the same way that "beyond a reasonable doubt" does not necessitate complete elimination of doubt. The Court explained that an accommodation resulting in continued infringement of an employee's religious beliefs would undermine Title VII. The Court relied on the dictionary to determine that the ordinary meaning of "reasonable," in the context of Title VII, means that the employer "need not go beyond what is necessary to eliminate the conflict."

Related People

Jay Harrington

Associate

Kansas City

816.460.5537

jay.harrington@lathropgpm.com



In the Third Circuit's view, this interpretation is consistent with the Supreme Court's opinions in *Ansonia Bd. of Educ. v. Philbrook*, 479 U.S. 60, 68-70 (1986) (an employer is not required to accept any accommodation, but an accommodation that eliminates the religious conflict in a reasonable manner will suffice) and *US Airways, Inc. v. Barnett*, 535 U.S. 391, 400 (2002) (interpreting reasonable accommodation in the context of the Americans with Disabilities Act, stating "the word 'accommodation,' . . . conveys the need for effectiveness. An ineffective 'modification' or 'adjustment; will not accommodate a disabled individual's limitations."). Applying this reasoning, the Third Circuit concluded that, even though switching its employees' shifts could have been a reasonable accommodation, the ineffectiveness of that plan here meant that USPS failed to provide Groff with a reasonable accommodation. USPS only prevailed on summary judgment because it was able to show that any proposed reasonable accommodation would have placed an undue hardship on USPS.

Most circuit courts, like the Third Circuit, have extended employees' religious protections by raising the bar for what constitutes a "reasonable accommodation." Therefore, when trying to find a reasonable religious accommodation for an employee, employers should ask whether a proposed accommodation effectively eliminates the conflict between the employee's religion and work before settling on that accommodation.