

## **RELIGIOUS ACCOMMODATION PRINCIPLES FOR EMPLOYERS**

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### **ABSTRACT**

Over the past decade, the number of religious accommodation lawsuits against employers has risen. Consequently, there is a need for employers to improve their understanding of the intricacies of religious accommodation to prevent unnecessary legal costs and lost productivity. A review of over 100 religious civil rights cases reveals many motivational and legal pitfalls for employers. From this review, we have derived a set of principles that employers may use as guides to minimize their legal and motivational exposures.

A pious furor over the decade from the late 1980s to the late 1990s has led to a dramatic upsurge in religious converts for many religions at twice the population growth rate [1]. Religious institutions now encompass more than 1500 separate organizations, of which only 900 are Christian, demonstrating not only the depth but also the breadth of religious diversity in the United States [1]. Coincidentally, between 1990 and 1996, religious discrimination charges under the Civil Rights Act had risen by nearly 50 percent [2].

Despite the increase in religious accommodation discrimination cases, academic articles have generally neglected religious accommodation requirements. The purpose of this article is to educate managers and supervisors and provide them with a set of principles for handling religious accommodation issues

in the most legal and motivational manner (see Table 1 ). The following principles were derived from a review of more than 100 cases at all levels of the federal court system decided over the past ten years. These religious accommodation principles also integrate prescribed motivational practices derived from employee motivation research.

The focus of this article revolves around the issue of the employer's duty to accommodate religion. Under Section 701(j) of the Civil Rights Act as amended, religious beliefs must be accommodated unless the employer demonstrates that it is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business [3]. The U.S. Supreme Court in its two landmark decisions, *TWA v. Hardison* [4] and *Ansonia v. Philbrook* [5], determined that undue hardship is a rather light burden. However, employers should not take this standard lightly as there are still a number of legal pitfalls that would cause them to lose a case.

#### **PRINCIPLE ONE— DOES THE EMPLOYEE POSSESS A SINCERELY HELD BELIEF?**

Employees who request a religious accommodation must possess a sincerely held belief before supervision is legally required to attempt an accommodation [6]. Neither the religious beliefs nor the individual involved need be associated with any organized religion [6].

Normally, for both motivational and legal reasons, the sincerity of a person's religious beliefs should not be challenged. Questioning a person's sincerity could be perceived as a direct personal attack on his or her character and religious beliefs, affecting the employees morale and productivity, and possibly the morale and productivity of sympathetic co-workers. It may be illegal as well; the very words of the statute, "all aspects of religious observance and practice . . ." leave

Table 1. Title VII Religious Accommodation Principles

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1. Does the employee possess a sincerely held belief?
  2. Is the employer aware of need for an accommodation?
  3. Did the employer attempt to reasonably accommodate the employee's need?
  4. Did the employer consider a range of appropriate accommodating solutions?
  5. Does the attempt to accommodate impose an undue hardship on the employer?
  6. Are employee religious beliefs an imposition on others?
  7. Has the employer considered going beyond *de minimis* accommodation?
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little room for interpretation as to what is or is not part of religion [3]. In a case where Jehovah's Witnesses were conducting a public meeting discussing religious issues in a park, the Supreme Court declared, "It is no business of the courts to say . . . what is a religious practice or activity" [7, at 68].

Nevertheless, courts do sustain challenges to religious sincerity in special circumstances. Those allowed to date include good evidence of insincerity and when the practice is not a part of a religion's prescribed activities [8]. In *Tiano v. Dillard Department Stores, Inc.*, a Catholic female asked to be permitted to participate in a pilgrimage to Medjugorje [Bosnia]. She contended that she had to travel there, at a particular time, because of a temporal mandate she had received from "above." The company successfully denied her request, in part, by demonstrating a lack of sincerity. Convincing evidence was presented at trial that: 1) the Catholic Church had not advocated attendance at this particular pilgrimage; 2) Tiano did not complain of religious discrimination until after learning that her airline ticket was not refundable; 3) there was no mention of her temporal mandate before reading the church advertisement; and 4) the temporal mandate was not discussed in her contacts with the trip coordinator [8].

The courts have also upheld accommodation denials when the activity was not clearly a part of the employee's religion, such as voluntary attendance at a Christian play [9]. However, in line with the *Fowler* decision [7], most courts tend to rule that nearly all activities related to one's religion are protected. These include employee participation in regularly scheduled Bible classes [10], all religious observances other than the Sabbath [11], attendance at monthly church organizational meetings [11], and participation in Jewish conversion ceremonies [12].

Absent clear evidence of misrepresentation or intent to mislead supervision, management should not challenge the sincerity of an employee's religious beliefs but rather attempt to accommodate each request unless it would cause a hardship. This practice will tend not only to reduce the likelihood of diminished employee motivation, but also avoid potential legal problems in the process.

## **PRINCIPLE TWO— IS THE EMPLOYER AWARE OF THE NEED FOR ACCOMMODATION?**

Although workers generally must inform company officials of the need for a religious accommodation, there are times when they need not explicitly request an accommodation. In *Heller v. EBB Auto Co.*, the 9th Circuit stated that the company needed only enough information about an employee's religious needs to permit the employer to understand the existence of the conflict between the employee's religious practices and the employer's job requirements. In this case, Heller had discussed his need to attend a Jewish conversion ceremony during company hours

with supervision but had not actually requested an accommodation. Legally, this was sufficient information to constitute notice [12].

Simply possessing knowledge that a worker has strong religious convictions does not represent legal notice, even if the religious beliefs in question are as unusual as Satanism [13, 14]. Furthermore, information pertaining to the accommodation cannot be based on hearsay, subjective opinion, or have been provided only to nonsupervisory personnel [12]. In other words, supervision must have direct, factual evidence of the need for accommodation.

To minimize legal exposure in this area, management should inform employees through a published policy that they must explicitly ask for (verbally or in writing) an accommodation. Such a policy should minimize any feelings of intrusion on their private lives and make workers aware that they must formally request an accommodation.

### **PRINCIPLE THREE— DID THE EMPLOYER ATTEMPT TO ACCOMMODATE THE NEED?**

Rejecting accommodation requests out of hand, without initiating good faith efforts to accommodate, is generally not an acceptable legal defense and it is rarely perceived as fair by the initiating party. Bennett-Alexander in her employment law text discussed a case where one employer refused to hire an applicant for a package handler's job unless he cut his three-inch spiral fingernails. The applicant could not comply because of his religious beliefs. Management carelessly assumed there was no way to accommodate the request and denied him the job. However, if the company had given the worker a trial period, his rejection would have been problem-free if he had failed, and he would have been much less likely to file a lawsuit [17].

Employers often base inaction on a hypothetical scenario that at some time they might be unable to accommodate the request. However, the courts have consistently found that arguments based on subjective judgments and hypothetical situations are insufficient to ignore attempts to accommodate religious exigencies. In *Brown v. General Motors*, the company argued that if Brown were given time off for religious observances, in the future it might have had to hire an additional worker [18]. The court felt that such speculation was clearly not sufficient to discharge the company's burden of proving undue hardship [18].

In contrast, in *Wren v. T.I.M.E.-D.C. Inc.*, the company did not merely rely on speculation that it might one day be unable to accommodate Wren's desires to have his Sabbath off [19]. The company accommodated Wren as long as it was feasible. Because Wren had low seniority, he could not secure a run that would have left his Sabbath free. Because the company initially had a large pool of drivers, Wren was able to avoid work on most Sabbaths. However, after a company reorganization, the number of drivers was reduced, Wren was called in more frequently on his Sabbath. His absences on those days increased, and he was

terminated. This termination was upheld because the company accommodated his religious needs until it began incurring an undue hardship (in this case, the costs associated with hiring additional drivers to cover his job during these absences) [19].

In some instances, after initially refusing to accommodate a worker's request, organizations will offer an accommodation to a worker who threatens a lawsuit or files a charge with the EEOC. But the moment the firm refuses to attempt an accommodation, a legal breach occurs, and the courts treat the accommodation tendered as a settlement offer, not as an offer to accommodate [20].

Conversely, accommodating a request and then terminating the worker after some work-related change does not relieve the company of its duty to attempt to accommodate under the newly created working conditions [21]. In *Draper v. U.S. Pipe and Foundry*, the company provided the employee with excused time off and a transfer, to accommodate his religious beliefs, but after the company lengthened its work week, this accommodation was no longer tenable. Rather than offer or attempt a new accommodation, the company terminated Draper. When the work week was lengthened, a new obligation was created on behalf of the employer to attempt an accommodation [21].

### **Accommodation is Employer's Choice**

Organizations are not obliged to accept the employee's preferred accommodation [5, 22]. This was the central issue in *Ansonia*, where the Supreme Court declared that firms are obligated to offer at least one accommodation that does not create an undue hardship and the company may choose the one that best fits their needs, rather than the desired accommodation of the requesting party [5]. However, the courts do suggest considering the employee's preferred accommodation for motivational reasons [20]. Once the company tenders an accommodation, the employee has a duty to cooperate [23, 24] and make a good faith effort to satisfy his/her needs through the means offered by the employer [20].

In *Wilson v. U.S. West Communication*, a worker who wanted to wear an anti-abortion button depicting a rather graphic picture of an unborn fetus demanded that the company require those workers who might be offended to simply not look at the button [25]. The company did not consider this to be an acceptable resolution and offered her other suitable accommodations, such as wearing a different button. The court agreed that the company had fulfilled its legal obligations when it had offered at least one accommodation that was reasonable, even if it did not satisfy the employee.

From a motivational standpoint, supervisors should consider the worker's preferred accommodation and be willing to grant the request or modify it to arrive at a mutually acceptable solution. If the company cannot grant the employee's preferred accommodation, it should be prepared to provide a rational explanation for the denial, even if it is not required to do so.

**PRINCIPLE FOUR—  
DID THE EMPLOYER CONSIDER A RANGE OF  
APPROPRIATE ACCOMMODATIONS?**

The judicial record suggests that employers should take many actions to accommodate an employee's religious obligation. Among these actions are:

*1. Scheduling Selection/Training Activities*

The EEOC *Guidelines* state that firms should not schedule examinations for employment or other selection activities such as interviews when they conflict with a prospective employee's religious activities [26]. Under the same rules, employers should not schedule activities that conflict with a current employee's religious activities. Naturally, the company cannot be forced to comply if it would encounter an undue hardship, but this should be a rare occurrence.

Mandatory "New Age" training programs, designed to improve employee motivation, cooperation, or productivity through meditation, yoga, biofeedback, or other practices, may conflict with the nondiscriminatory provisions of the Civil Rights Act. Many of these techniques borrow from Eastern religions, which may conflict with the beliefs of many Christians. Employers must accommodate any employee who gives notice that these programs are inconsistent with the employee's religious beliefs. The employer need not dramatically change the training program/experience if the change would have a detrimental affect on safety, productivity, or quality of work. But, because many of these programs have not been shown to have a significant effect on performance, employers who fail to modify them will experience difficulty in proving undue hardship in court.

*2. Collective Bargaining Agreements*

Most courts require employers to solicit a modification of the collective bargaining contract from the union whenever a religious accommodation request contravenes the contract, but the union is not compelled to agree [4, 21]. The company may even request superseniority in order to resolve the problem [15]. If the union agrees, the problem may be resolved, but if the union does not, management must attempt an accommodation consistent with the bargaining agreement. This may include allowing the employee to bid on another position, or resort to any of the other reasonable accommodations discussed in this article, as long as there is no contract infringement [21].

*3. Dress Codes*

Firms must allow deviations from prescribed forms of dress unless there is undue hardship. Arguments based on the need for uniformity, morale, the need to present a professional appearance, or company policy are insufficient for denying religious accommodations based on dress [23, 27]. Moreover, relaxing dress codes

to accommodate religious preferences illustrates the employer's sensitivity to worker needs and may therefore have some positive effect on worker attitudes.

#### 4. *Covering the Job*

In a nonunion environment, EEOC guidelines demand, where appropriate, that employers allow workers to swap or substitute shifts voluntarily [26]. However, swapping must be more than an *ad hoc* arrangement and more than simply allowing the worker to use the company's "open-door policy" to help resolve the problem [18, 28]. The employer must advise workers with scheduling problems that they may ask others to swap shifts [15]. Some courts further require that supervision assist the employee in finding those workers, including managerial solicitation through phone, personal contact, or posting the request on company bulletin boards [15, 29, 30].

Employers can grant the employee "flex-time" [26], and when swaps are not possible, companies may schedule infrequent overtime by other workers [26]. Other options include: 1) rescheduling the religious activity; 2) rescheduling the work; 3) allowing make-up work via a longer shift on an alternate day; 4) permitting the employee to leave early when work is completed or can be covered by other employees; or 5) training current staff to cover the position during the person's absence [8, 12, 13, 18, 26, 31].

#### 5. *Time Off*

Management may grant excused time off, including leaves of absence (without pay) or allowing the employee, on occasion, to substitute vacation or floating holidays [32]. In *Ansonia v. Philbrook* [5], the Supreme Court noted that unpaid leave is often a reasonable accommodation. But it is not an acceptable practice when paid leave is provided for all purposes except religious ones. Such an action would be depriving a worker of a benefit because of his or her religious beliefs.

Similarly, employees cannot be forced to lose significant amounts of other benefits such as vacation time in the accommodation process. In *Cooper v. Oak Rubber Company*, a worker was required to use accrued vacation to fulfill religious responsibilities during work time [32]. However, the Sixth Circuit Court of Appeals held that "workers cannot be expected to use their vacation constantly to meet their religious obligations, because this amounts to a loss of benefit enjoyed by all other employees who do not share the same religious conflict, and thus is discriminatory" [32, at 3]. In effect, the company is showing a preference for all other religions because their followers are not required to use their company benefits to practice their religious beliefs.

#### 6. *Job Reassignments and Transfers*

The employer may also reassign the employee to another job or transfer the person to a lateral position, as long as there is no undue hardship. Generally, these

jobs must have similar pay and benefits [21, 30]. At a minimum, the employer should examine the possibility of a transfer or job reassignment. The company is not required to create a new position, but if a lateral position is vacant and the worker is qualified, the firm must at least offer it as an accommodation [21].

### **Employer Practices Must Be Consistently Applied with Respect to Religion**

It is not possible to list all of the possible accommodations that may be suitable for the varied and often unique circumstances present in the workplace. But, it is still incumbent on management to analyze the nature of each request thoroughly and to determine how each request might be met, while maintaining smooth business operations.

Sometimes none of the above strategies by themselves will shape an enduring accommodation, but some combination may work. Even though using various accommodations may be burdensome and disruptive, it is still required unless this causes an undue hardship. Moreover, the employer is on firmer ground when defending its conduct if it can show that it has attempted various accommodations [29].

Whatever the method of accommodation chosen, the firm must treat all religions equally with respect to such accommodation. Otherwise, it would be showing an illegal preference for one or more religions [4, 17, 33]. For example, allowing religious displays for one religion and not for others exhibits an unlawful religious preference [17].

In addition, permanently changing a worker's shift for religious reasons that would cause others to work undesirable shifts would show a preference for a particular religion, according to the Ninth Circuit, unless the individual whose shift has been permanently changed works an equal number of undesirable shifts [34]. For example, in *Boateng*, a Seventh Day Adventist asked for Saturdays off, but this would have required others to work undesirable shifts in order to accommodate him (against company policy). Nevertheless, the Ninth Circuit stated that the organization could have required the Adventist to work an equal number of other undesirable shifts himself and thereby would not have demonstrated preference for one religion over another.

Similarly, accommodating nonreligious requests but denying a similar religious petition is also illegal. A beauty salon owner rejected a beauty operator's need to take a Saturday off to meet a religious obligation. The plaintiff was able to demonstrate in court that the owner's conduct was unlawful, since other workers had been permitted to take unpaid leave for other personal reasons [31].

Unfortunately, there are instances where organizations cannot accommodate religious needs since it would create an undue hardship. As long as the employer "can show that any accommodation would impose hardship," there is no requirement to comply [35, at 2]. However, the organization must demonstrate that it



conducted this analysis [36] or must show that it is obvious that the accommodation would create an undue hardship and therefore no formal review is warranted [22].

**PRINCIPLE FIVE—  
DOES THE ATTEMPT TO ACCOMMODATE IMPOSE  
AN UNDUE HARDSHIP ON THE EMPLOYER?**

Organizations are relieved of their responsibility to accommodate religious requests when they incur an undue hardship. In its *TWA v. Hardison* decision, the Supreme Court defined undue hardship as anything beyond *de minimis*, meaning that the company should not be expected to incur very much hardship [4]. For example, consistent overtime payments to cover a shift so that a worker can observe his/her Sabbath would be beyond *de minimis* [4]. Undue hardship cases fall into seven general categories discussed below.

**Financial Burden**

Organizations need not subject themselves to significant financial expense nor suffer noticeable losses in productivity or quality of work [18]. Evaluating financial burden demands a case-by-case analysis of the circumstances surrounding each incident. For instance, someone might easily be trained to cover a secretary's job so that the incumbent could attend a religious function a few days out of the year, and the training costs would be nominal [37, 38]. But, training someone to cover a highly skilled job such as computer programmer for a few days a year could require considerably more time and training. This would arguably be beyond the *de minimis* threshold.

Furthermore, the burden must be real rather than hypothetical. Allowing a large number of persons to observe the same religious activity (e.g., Saturday as Sabbath) on a work day would clearly be an undue hardship for any company [18]. However, the fact that an employer has a number of such employees, as in *Brown v. General Motors*, is irrelevant, unless they actually do request the same accommodation simultaneously. Companies must wait until there are so many requests that the total compliance costs go beyond *de minimis*. An organization cannot reject such a request based on the speculation (as not everyone practices their religion) that others of the same faith may ask for a similar accommodation at some point in the future [18].

When analyzing a firm's ability to accommodate, organizations are allowed to "factor in" their revenues or financial health at the time of each request, but an assertion of poor financial performance is not sufficient. A beauty salon owner claimed that she could not allow an employee to observe Yom Kippur, which fell on Saturday (the salon's busiest day of the week) that year, because the salon was

in dire financial condition. A review of the salon's financial and other records revealed the opposite, and the owner lost the case [31].

Some of the specific situations that fall under the financial "undue hardship" umbrella include increased overtime, legal penalties for violating regulations, increased liability exposure, the need to hire additional workers, and the attendant increases in benefit costs [4, 18, 20]. Even requiring an employer to permit an employee on a continuing basis to type Bible notes (while deferring work, etc.) or to set an earlier starting time so that prayers may be said prior to commencement of the work day can be more than *de minimis* [39].

More recently, the Fifth Circuit reversed a jury's favorable verdict for the victim when it found that a health provider would have had to bear an undue hardship to accommodate the religious need [40]. In this case, one of the three Employee Assistance Plan counselors was asked by a client to help her improve her ongoing homosexual relationship. This was contrary to the counselor's religious beliefs, and she refused. After the client complained, the counselor requested an accommodation that would have required the remaining counselors to assume a disproportionate workload or to travel. Moreover, since it takes much time and effort, to gain the trust and confidence of a client, interjecting an unknown counselor in the midst of this developmental process would undermine effective counseling. As a result, the Fifth Circuit found the possible accommodations were above *de minimis* cost.

### **Risks to Health and Safety**

Accommodations that significantly increase the risk to life and limb, likewise, create an undue hardship. For example, religious exceptions to dress codes that increase safety risks (e.g., being caught in machinery) have been consistently denied [41]. Similarly, clean-shaven policies may be enforced where failure to cut or shave facial hair, for religious reasons, results in less than airtight face seals in work situations requiring their use, or where there are health risks when employees are directly involved in food preparation [43-45]. However, companies must attempt other accommodations, such as transferring the person to another job [44]. But, while allowing an employee to work a longer shift may also affect worker safety, the courts have allowed shifts up to 14 hours [21].

### **Statutory Violations**

Firms may not violate federal, state, or local laws in order to accommodate religious requests [20]. Still, firms should not automatically dismiss accommodation requests that appear to cause a legal conflict, if there are ways to accommodate the request lawfully. For example, a Native American was refused employment because he admitted to use of peyote in religious ceremonies. The organization denied the request on the basis of the Drug-Free Workplace Act and DOT regulations. However, the court ruled against the company, noting that the

individual's drug use was limited to only a few times a year and that he could have been given excused time-off without pay to recover from the one-day effects of the drug [20].

### **Collective Bargaining Agreements/Seniority Systems**

As has been noted, organizations may not violate valid collective bargaining agreements in order to accommodate religious practices [4, 8, 18, 36]. Companies must either obtain union consent to modify the provisions of the contract or find workable solutions within the confines of the collective bargaining agreement. Recently, Carson City, Nevada, lost a lawsuit because it carelessly assumed that the mere existence of its seniority system precluded accommodation of an employee's religious needs via a permanent shift change or split-shift arrangement. The Ninth Circuit disagreed when it stated "that the City did not consider whether there was an available accommodation that would not disrupt the seniority system within *de minimis* cost considerations [36].

### **Worker Preferences**

The courts have been fairly consistent in ruling that it is an undue hardship to compel workers to accept inferior working conditions in order to accommodate the religious practices of other employees. In 1976, for example, in a case where the plaintiff contended that a city had the authority to arrange work schedules so that a Seventh-Day Adventist could always have Saturdays off, the court ruled that requiring the other workers to accept less than favorable working conditions (having to work on Saturday) is an undue hardship [45]. This construction of undue hardship has extended to demands that workers give up their vacation on a particular day [32], and even to a claim by a long-haul truck driver that his religious beliefs prevented him from traveling with female partners. But the 5th Circuit denied his appeal, in part, because of its impact on the scheduling preferences of other drivers [4, 46]. However, no hardship is incurred when workers voluntarily surrender these rights to assist those with religious conflicts.

### **Morale Problems**

Employee grumbling about making accommodations, and management speculation about potential employee unrest are rarely considered an undue hardship [21]. In order to rise to the level of undue hardship, there must be objective evidence that the religious accommodation has brought about severe and pervasive morale problems within the organization [21]. For example, a hospital was unable to continue accommodating the plaintiff's shift-change request (not to work on Saturdays), based, in part, on rather heated protests and complaints by each of the pharmacists affected by his accommodation. As a result, the court found no wrongdoing by the hospital [47].

**PRINCIPLE SIX—  
ARE EMPLOYEE RELIGIOUS BELIEFS AN IMPOSITION  
ON OTHERS?**

Normally, individuals are not allowed to impose their religious views upon others without their permission. Such behavior is usually considered harassment or undue hardship, and it exposes the company to liability. Because of the potential seriousness of this act, the organization's lack of control over individual daily conduct, and the difficulty of balancing the rights of employees with differing beliefs, it is important to treat this last category as a separate test. Consider the organizational dilemmas posed by these problems:

1. A female employee was terminated after she sent a harassing letter to her supervisor's home, exhorting him to give up his evil ways. She fought the termination on the basis that the company had failed to reasonably accommodate the fact that she was an evangelical Christian. The courts disagreed with her [14].

2. U.S. West Communications offered a female employee three viable accommodations for expressing her pro-life beliefs (wear anti-abortion button only in her cubicle, cover the button at work, or wear a different button). This button depicted a rather gruesome picture of an unborn fetus, which caused a stir among the unit's employees. The Tenth Circuit concluded that the company had offered reasonable accommodation [25, 37].

3. In another company, management often said prayers before each business meeting. However, there was an atheist present who objected and was forced to listen. She successfully sued. Her suit might not have succeeded if the company had allowed her to wait outside during the prayer [48].

4. In a 1996 case, two food service workers were terminated after complaints from customers charging that these workers occasionally greeted them with phrases such as, "God bless you," and "Praise the Lord." Noting that the company had suffered no loss of business over the period in question, complaints came from fewer than 1 percent of the customers served, and no systematic attempt was made by the plaintiffs to proselytize, the court reversed the terminations [49].

In situations involving the impact of religious expression on other employees, it is good motivational practice for company officials to meet with the individuals involved and explain how their actions can impose on others. Supervision should also try to reasonably accommodate their desires for religious expression while limiting possible infringement on the rights of others (legally required). For example, it is not uncommon for workers to read and discuss religious material at work. One way to prevent these discussions from infringing on others would be for management to reserve an available meeting room for those wishing to engage in such activities during their free time. If the company cannot accommodate their need to achieve legal compliance, management should ask these individuals to refrain from those activities and impose discipline if they persist.

**PRINCIPLE SEVEN—  
HAS EMPLOYER CONSIDERED GOING BEYOND  
DE MINIMIS ACCOMMODATION?**

There is no legal mandate preventing companies from going beyond *de minimis* accommodation. Management may take on a “hardship” to promote a harmonious work environment, demonstrate sensitivity to worker needs, and be perceived as a fair. For example, after failing to find a solution that would accommodate a power service employee’s Saturday Sabbath, a utility company kept the individual on the payroll for several more weeks while it tried to develop other suitable employment opportunities. Because it went beyond its legal obligation, the company convinced the court that it was sincerely interested in accommodating the employee’s request [50].

In *Miller v. Drennon*, a male emergency medical service technician (EMS), for religious reasons, refused to sleep in the same room with a female co-worker during certain shifts. The County permitted EMS personnel to swap assignments voluntarily, assisted him in obtaining their phone numbers, and spent \$5,000 for folding walls between the beds at single-bedroom stations. Installation of folding doors exceeded the county’s duty of reasonable accommodation [51] and was a factor in demonstrating that the county had sincerely attempted to accommodate the employee’s religious needs.

Since the religious accommodation threshold is rather low, firms should examine each request to determine whether it makes sense to exceed the legal standard to some degree. In doing so, the organization is more likely to be viewed as sensitive to worker needs and concerns.

**CONCLUSIONS**

At first blush, one might think that the *de minimis* standard set by the Supreme Court would not be cause for alarm. Nevertheless, as we have discussed, there are still a variety of legal and motivational pitfalls employers must confront. Otherwise, employers risk demotivated workers and adverse legal judgments.

Ever-increasing religious diversity and employees’ propensity to sue will place an even greater burden on employers to ensure that their supervisory practices meet all legal and motivational requirements. Employers would be well-advised to accomplish these objectives by using and incorporating these religious accommodation principles (see Table 1) into their managerial training programs. Otherwise, employers continue to risk potentially costly litigation and lower employee morale and productivity.

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