



## E-NEWS & VIEWS

# Accommodating religious beliefs in the workplace: What are the limits?

By James H. Kizziar Jr. and Amber K. Dodds

Sikiru Adeyeye requested approximately four weeks of leave from work to participate in his father's funeral ceremony in Nigeria. In his request, Adeyeye explained that he had to attend the "funeral rite" and that it was "very important for [him] to be there . . . according to our custom and tradition." He noted that his attendance was "compulsory . . . so that death will not come or take away any of the children's [of the deceased] life."

His employer denied the request and terminated his employment when Adeyeye still went to Nigeria. Did Adeyeye request a religious accommodation? Was his employer obligated to grant the request?

A federal district court ruled that Adeyeye did not make clear that he was seeking a religious accommodation—making his termination proper—and dismissed the case. The U.S. Court of Appeals for the Seventh Circuit disagreed, reasoning that the request sufficiently put his employer on notice that his need for leave was based on his religion, and sent the case back to the district court. [\[1\]](#)

Accommodating religious practices and beliefs often presents difficult decisions for employers. This article briefly outlines federal law on religious accommodation.

**What is a "religion" that needs to be accommodated?**



Title VII defines the term “religion” to “include all aspects of religious observance and practice, as well as belief.” According to Equal Employment Opportunity Commission (EEOC) guidelines, a religious practice includes “moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views.”

The religion does not need to be widely practiced, formally organized, or include traditional religious elements such as a belief in a superior being or the afterlife. For example, vegetarianism has been found by courts to be a religion, as has atheism.

But “religion” is not all encompassing. Cultural and political beliefs are not protected as religion. This includes cultural dress that reflects an individual’s “heritage.” Similarly, supervisor discussions of political conflicts have been found not to constitute religious harassment, even though they involved ethnic groups that generally adhered to certain religions and were conducted in front of an employee who was a member of the religion.

However, cultural or political accommodation requests can have religious elements and should be carefully analyzed by employers.

### **What are employer’s accommodation obligations?**

To be entitled to a religious accommodation, an applicant or employee must inform the employer of the need for the accommodation. Once an employer has been notified, it bears a duty to reasonably accommodate that individual’s religious beliefs and practices (absent an undue hardship).

The employer’s duty to accommodate extends to all tenets of a sincerely held religious belief or practice of an employee that, if observed by the employee, would conflict with the employer’s policies or business practices.

To be effective, a reasonable accommodation offered by the employer must be sufficient to eliminate the conflict between the employee’s religious practice and the employer’s employment policy or practice. The accommodation should also maintain the individual’s employment status without any loss in pay, benefits, or any other terms or conditions of employment.

An employer satisfies its duty to an individual once it offers all reasonable means of accommodation. The employer need not institute the accommodation *preferred* by the employee. If all potential accommodations will result in some negative consequences for the employee, the employer must offer the alternative that is least disadvantageous to the individual with respect to his or her employment.

### **Saying “no” to a requested accommodation**

Employers are not obligated to provide accommodations that result in an “undue hardship.” Under Title VII, an undue hardship exists when the proposed accommodation poses “more than de minimus” cost or burden.

Undue hardship encompasses a variety of consequences, ranging from financial cost, variance from a bona fide seniority system, civil or criminal liability on the part of the employer, allowing religious harassment of other employees, or allowing dress or grooming that contradicts business necessity or creates a safety hazard.

An employee cannot shift all responsibility for accommodation to his employer. Where an employee refuses an employer’s attempt to accommodate his own beliefs, or fails to cooperate with his employer’s attempt to reach a

Employer's attempt to accommodate his or her beliefs, or fails to cooperate with the employer's attempt to reach a reasonable accommodation, he may make any accommodation impossible.

### **Responding to accommodation requests**

If an applicant or employee requests a reasonable accommodation of his or her religious beliefs or practices, it is rarely appropriate to reject the request outright. Obtain information from the applicant or employee on the basis for the accommodation request, the specific desired accommodation, any alternative accommodations which may be acceptable and when the individual desires to commence the accommodation.

If an employee is seeking an immediate accommodation (e.g., for the work shift beginning tomorrow), attempt to accommodate the employee temporarily, if feasible, or explain to the employee why there is insufficient time to accommodate his or her request.

Determine whether the requested accommodation, or alternative accommodations that the employer could propose, are reasonable or an undue hardship. Once the employer makes this determination, promptly respond to the applicant or employee regarding the requested accommodation or an alternative accommodation that may be proposed by the employer. This process should include a dialogue with the individual to determine if any alternative accommodations will meet the needs of both parties.

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[\[1\]](#) *Adeyeye v. Heartland Sweeteners, LLC*, No. 12-3820 (7th Cir. July 31, 2013).