

Accommodating Religious Beliefs

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A decision recently handed down by the Second Circuit Court of Appeals provides guidance to Connecticut employers facing requests for religious accommodation. *Baker v. The Home Depot*, 2006 U.S. App. LEXIS 9891 (2d Cir. April 19, 2006). The court held that an employer violates Title VII if its offer of accommodation fails to fully address the employee's religious needs, unless it can show that granting the requested accommodation would cause an undue burden.

The plaintiff in this case, Bradley Baker, worked for Home Depot as a full time sales associate. At the time of his hire his religious beliefs did not prevent him from working on Sunday. Shortly thereafter he began attending pre-marital counseling with his fiancée and was instructed by his Pastor that the Sabbath should be a day of rest and meditation.

For the next year, Home Depot honored his request to not be scheduled on Sunday. When a new store manager arrived she told Baker he would no longer be accommodated because the store needed to be "fully flexible," and that making the requested exception would lead others to make similar requests and lower the morale of those required to work on Sundays.

In lieu of continuing to give him the full day off the manager offered several accommodations, including having the morning off for services and reporting for a later shift, swapping shifts with co-workers, or transferring to part time employment which would result in a loss of benefits. Baker considered these offers unreasonable, and rejected them. Home Depot scheduled him for the next several Sundays and after he failed to work he was terminated.

The court found Home Depot's offers unreasonable because "an employer does not fulfill its obligation to reasonably accommodate a religious belief when it is confronted with two religious objections and offers an accommodation which completely ignores one." Here Home Depot's offer to allow him to attend services completely ignored his other request to not work during any portion of the Sabbath. Also, the offer of part time status would significantly have altered his terms of employment. In addressing the undue burden defense the court noted that while employees "are not entitled to hold out for the most beneficial accommodation" an employer must show the requested accommodation will result in more than a de minimus cost in order to prove undue hardship.

This case points out the need to take requests for religious accommodation seriously and be able to defend any offer of accommodation that does not fully meet the employee's stated needs.

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