Case Name and Number: *Groff* v. *DeJoy*, No. 22-174

Introduction: Today, the Supreme Court held in a unanimous decision that employers covered by Title VII must provide accommodations for employees' religious beliefs unless doing so would result in "substantial increased costs in relation to the conduct of [the employer's] particular business." The Court rejected decisions stating that an employer was not required to provide a religious accommodation whenever doing so incurred more than a *de minimis* cost.

Background: Under Title VII of the Civil Rights Act of 1964 and accompanying regulations, covered employers must "reasonably accommodate" "an employee's or prospective employee's religious observance or practice" unless the employer demonstrates that accommodation would result in "undue hardship on the conduct of the employer's business." 42 U.S.C. § 2000e(j); *see also* 29 C.F.R. § 1605.2(b).

Plaintiff Gerald Groff is an Evangelical Christian who sought a religious accommodation from his former employer, the United States Postal Service, not to work on Sunday. While Groff's position originally did not involve Sunday work, that changed after USPS began providing Sunday deliveries for Amazon. USPS redistributed Groff's Sunday assignments to other employees, including a supervisor whose duties did not usually involve delivering packages. Other employees complained and Groff eventually resigned. He later brought suit under Title VII, asserting that he resigned in light of an expected termination and that USPS wrongfully denied him a religious accommodation.

In *Trans World Airlines, Inc.* v. *Hardison*, 432 U.S. 63 (1977), the Supreme Court held that requiring employers to "bear more than a *de minimis* cost" to provide a religious accommodation qualified as an undue hardship. Lower courts largely interpreted *Hardison* to adopt a "de minimis" standard for religious accommodations under Title VII. Consistent with that, the district court granted summary judgment to USPS and the Third Circuit affirmed because providing Groff with Sundays off imposed more than a *de minimis* burden on USPS.

Issue: Whether the "undue hardship" standard governing religious accommodations under Title VII requires covered employers to show only that the religious accommodation would impose a *de minimis* cost.

Court's Holding: In an opinion written by Justice Alito, the Supreme Court held that a religious accommodation imposes an "undue hardship" on an employer—and is therefore not mandated by Title VII—only when the "burden is substantial in the overall context of an employer's business."

The Court rejected lower courts' interpretation of *Hardison*, explaining that the *Hardison* decision's reference to a "*de minimis* cost" cannot be read in isolation and that the decision was far more concerned with protecting the seniority rights of employees and ensuring those rights were not undermined by other employees' religious accommodations. The *de minimis* standard, the Court explained, had allowed employers to deny basic accommodations to religious employees, such as the relaxation of dress codes and coverage for occasional absences.

Relying on the plain language of Title VII, the Court ruled that the "undue hardship" standard means "that an employer must show that the burden of granting an accommodation would result in substantial increased costs in relation to the conduct of its particular business." This standard, the Court continued, is "something very different from a burden that is merely more than *de minimis*, i.e., something that is 'very small or trifling.'" The Court instructed that properly "apply[ing] the test" requires "tak[ing] into account all relevant factors in the particular case, including the specific accommodations at issue and their practical impact in light of the nature, 'size and operating cost of [an] employer.'"

Justice Sotomayor authored a concurring opinion, which was joined by Justice Jackson. Justice Sotomayor cautioned that *Hardison* and its concern for protecting employees' seniority rights has not been overruled and that an "undue hardship" to the employer's business may include consequences felt by other employees who would be affected by a possible religious accommodation.

Read the opinion here.