

# The Religious Discrimination 2.docx

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## **Religious Discrimination and Reasonable Accommodation**

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### **Religious Discrimination and Reasonable Accommodation**

Every employee has the right to be offered reasonable accommodation at his/her workplace. Religious discrimination occurs in the workplace when the employer treats an employee in an unfavorable manner because of the employee's religious alignment. The law however protects all individuals against religious discrimination of any form regardless of which religion and faith they profess. The law bars employers from religiously discriminating against individuals in all aspects of employment like hiring, firing, training, offering fringe benefits, promotions, layoffs, and any other terms of employment the employer offers (Alidade, 2017). An employer is also required by law to offer reasonable accommodation to his/her employees when need be unless by offering such accommodations, would cause a big burden to the employer (<https://www.eeoc.gov/religious-discrimination>).

An employer is thus required to make the work environment suitable for all the employees to comfortably exercise their religious beliefs without being judged wrongly. According to <sup>7</sup>the United States Equal Employment Opportunity Commission, religious accommodation should include accommodating an employee's dress code and his/her grooming procedures (<https://www.eeoc.gov/religious-discrimination>). The accommodation should reasonably accommodate religious beliefs and practices and should only be compromised if it results in an undue hardship. Such accommodation should include giving employees leaves for them to observe religious practices, allowing employees to wear religious garments like head scarfs, having certain hairstyles like Rastafarian dreadlocks, and unshaved hair and beard. An employee is hence required to notify his/her employer about his/her religious dress code. However, most of these religious accommodations cause employers undue hardships and put

them in the dilemma of deciding whether or not to compromise their businesses or guarantee their employees their religious rights.

### **Whether Or Not <sup>1</sup>Mr. Johnson Discriminated Against Ms. Djarra Based On Religion**

The issue, in this case, is whether Mr. Johnson discriminated against Ms. Djarra on the basis of her religion.

There are several jurisdictions in the United States that bar employers <sup>2</sup>from discriminating against their employees on the basis of religion. Title VII specifically makes it unlawful for any employer to fire his/her employee because of the employee's religious background. This title views religion in many forms including all the aspects to do with observing and practicing religion, and religious beliefs. This title however gives an exception to the employer if he /she proves that it is completely impossible for the employer to offer reasonable accommodation to <sup>2</sup>the employee's religious activities without any undue hardship effects on the employer's business (Vickers, 2016).

In analyzing this title, the court is required to determine whether a prima facie case exists. This would only exist if the complainant has a staunch religious belief which conflicts with his/her duties at work if the <sup>2</sup>employee informs the employer about his/her religious beliefs and the conflict between her duties and religion, and when the employer threatens or discriminates against the employee because of his/her religious affiliation. A prima facie case would also exist if the employer fires his/her employee because the employee in defense of his/her religious affiliation is not able to perform his/her job duties appropriately.

Ms. Djarra put on her headscarf during the month of Ramadan and went to work with it. At the time she was working in a restaurant. According to the <sup>3</sup>EEOC v. Alamo Rent-A-Car LLC, 432 F. Supp. 2d 1006 (D. Ariz. 2006) cases, Ms. Djarra <sup>1</sup>failed to inform Mr. Johnson that since it

was the month of Ramadan, she would be wearing her headscarf. Mr. Johnson did not also fire Ms. Djarra on her first day of going to work with her headscarf rather gave her some time to change her new dress code but Ms. Djarra failed to. Based on these facts the court would look into the case by applying Title VII which protects employees from any unlawful employment discrimination practices on the basis of an employee's religion. In the case of Ms. Djarra, the wearing of a headscarf was in observance of the month of Ramadan and is thus covered by this title.

Ms. Djarra also proved that she had a bona fide religious belief that conflicted with her duties at work. However, Ms. Djarra failed to prove the existence of a prima facie case of her being discriminated against on a religious basis. This is because she did not make it clear whether or not her religion requires her to put on a headscarf at all times. Ms. Djarra did not as well request Mr. Johnson to allow her to wear a headscarf all through the month of Ramadan. Mr. Johnson's firing of Ms. Djarra was not associated with her failing to complete her duties as required in her compliance with her religious requirements of the month of Ramadan.

Ms. Djarra's claims of being discriminated religiously by her employer Mr. Johnson are therefore not valid according to Title VII which protects employees against religious discrimination by employers.

**Whether Or Not Mr. Johnson Offered Reasonable Accommodations to Ms. Djarra and The Amount And Type Of Damages To Be Awarded, If Any**

The issue in question is whether or not Mr. Johnson offered Ms. Djarra any reasonable accommodation and whether the accommodation would or would not cause Mr. Johnson as the employer undue hardship.

Chapter 151B of the Massachusetts law bars employers from imposing rules of employment that violate the religious standards of their employees and force them to compromise their religious stands. In the event such a conflict arises, the employer is required by this law to offer <sup>6</sup> reasonable accommodation to the employee provided the accommodation does not cause the business any undue hardship. Undue hardship according to Title VII would occur if by offering reasonable accommodations, the employer would be unable to offer all the services required of him/her by federal and state laws. It would also occur if the absence of an employee would result in a public health threat. It would also be undue hardship if the presence of an employee is highly significant <sup>5</sup> to the employer's business and the duties of the employee <sup>2</sup> cannot be performed by another employee with similar qualifications in case this particular employee in question is absent. An undue hardship would also occur when an employee is needed to attend to an emergency.

In determining such a case the court would carry out its inquiry in three parts. Based on <sup>1</sup> the Tiano v. Dillard's Dept. Stores, Inc., 139 F.3d 679 (9th Cir. 1998) case, the court would determine whether the employee provides sufficient evidence that the employer wanted him/her to violate his/her religious beliefs. The court would also determine whether the employer asked for permission to put on a headscarf during Ramadan from the employer. Lastly, the court would determine whether the employer had enough proof that his offering the employee reasonable accommodation, would result in undue hardship for the business. Based on the Massachusetts law, Mr. Johnson wanted Ms. Djarra to take off her headscarf during Ramadan and this was a violation of Ms. Djarra's religious requirements during Ramadan.

<sup>1</sup> Ms. Djarra did not inform Mr. Johnson ten days prior to the start of Ramadan that she would be coming to work with a headscarf. Additionally, Mr. Johnson proved that he offered

Ms. Djarra reasonable accommodation by suggesting that she takes off the headscarf while serving customers and put it on while off duties. Mr. Johnson also proved that allowing Ms. Djarra to wear her headscarf was causing his business undue hardship because it was instilling fear and discomfort in her colleagues as well as the customers who even complained to the business management. In line with the <sup>1</sup> *Cloutier v. Costco Wholesale Corp* 390 F.3d 126, 136 (1st Cir. 2004) case, this would result in Mr. Johnson failing to provide the services required of him by state laws.

Mr. Johnson offered reasonable accommodation to Ms. Djarra until he realized the accommodations would cause his business undue hardship. Ms. Djarra is therefore unjustified to claim that she was not offered reasonable accommodation. There is therefore no amount of damage that Ms. Djarra needs to be paid by Mr. Johnson.

### **Conclusion**

As much as every employee is entitled to reasonable accommodation in his/her workplace, many at times the reasonable accommodations given to in line to an employee's religious inclination, cause the employers undue hardships. Employers find themselves in difficult situations when they are confronted with such conflicts. Employers find it difficult to decide on whether to lose their esteemed employees or suffer the consequences of undue hardship. However, after exhausting all the options of offering reasonable accommodations to their employees without success, employees are forced to fire their employees. The case of Ms. Djarra and Mr. Johnson is one that describes this dilemma. When employees fail to appreciate the reasonable accommodations that do not cause their employers undue hardship, then employers have a legal right to dismiss such employees (<https://www.eeoc.gov/religious-discrimination>).

## References

- Alidade, <sup>4</sup>K. (2017). *Religion, equality, and employment in Europe: the case for reasonable accommodation*. Bloomsbury Publishing
- <sup>1</sup>Cloutier v. Costco Wholesale Corp 390 F.3d 126, 136 (1st Cir. 2004)
- EEOC v. Alamo Rent-A-Car LLC, 432 F. Supp. 2d 1006 (D. Ariz. 2006)
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- Vickers, L. (2016). *Religious freedom, religious discrimination, and the workplace*. Bloomsbury Publishing.

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