

The Next Revival – Faith in the Workplace

**Navigating the Religious Rights of the Employer
and Employee**

Rights of the Employer

Is it legal for an employer who wants to share the gospel and promote religion to:

- Invite employees to attend church?
- Give religious literature at orientation?
- Put Bible verses on its intranet and taglines in emails?
- Have Bible studies led by managers?
- Open meetings with prayer?

Employers have a multitude of options where they can reflect

on . . .

Who they are?

What is their purpose?

Where do they want faith incorporated?

GOAL

Legally integrate faith into the business



There is a Roadmap.



Faith-Friendly workplaces exist!

Inward

Chick-fil-A
Tyson Foods
Interstate Batteries
Carl's Jr.
AFLAC

Outward

Forever 21
Cookout
sweetFROG
In-N-Out Burger
Hobby Lobby
Coca-Cola
Consolidated

The Entry Points

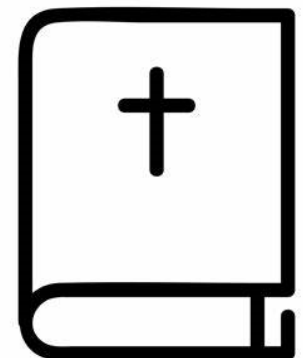
Faith-Based Workplace Policies

- Support Expression
- Maintaining Professionalism
- Preventing Discrimination
- Embrace and Balance the Rights of the Employee



“Bring Your Whole Self To Work”

- Holiday Observances
- Prayer (groups and individual)
- Facility Access
- Communication
- Chaplaincy
- Bible Studies



Entry Points Your Legal Framework

EEOC Guidelines

“Some employers have integrated their own religious beliefs or practices into the workplace, and they are entitled to do so.”

“Employers are permitted to exercise their religion to the extent that such exercise does not infringe on their employees’ religious beliefs.”



Entry Points Crossing the Threshold

Choosing the Right Key...



The Key is “Voluntary”

- Bible Studies at work
- Prayer Rooms
- Sharing religious literature
- Prayers before meetings
- Lunch time speaker services
- Chaplaincy Program
- Employee Resource Groups (ERG)

A Peak Through a Window

- Michael's employer holds mandatory weekly staff meetings that begin with a prayer
- Michael objects to the prayer because it conflicts with his own sincerely held religious beliefs
- Asks for an accommodation to arrive after the prayer

Must Michael's employer grant his request?



Religious Accommodations

- Employers must reasonably accommodate an applicant or employee's **sincerely held religious belief** unless it would cause an undue hardship.
- A “reasonable accommodation” resolves conflict between the individual’s religious beliefs or practice and the job requirements.

Religious Accommodation

- To satisfy requirement, either:
 1. Provide a reasonable accommodation (based on both the needs of the employee and the business); OR
 2. Show the accommodation would impose an undue hardship on the business.
- May not deny because the employer find the religious belief to be unreasonable, incorrect, or implausible.

Religious Accommodation

- An “undue hardship” means that granting the accommodation would result in substantial increased costs in relation to the employer’s operations.
- The EEOC considers these factors:
 - Type of workplace
 - Identifiable cost of the accommodation in relation to the size and operating costs of the employer, including the monetary costs and the burden on the employer’s business
 - Whether the accommodation violates or conflicts with another law
 - Nature of employees duties
 - Number of employees who need a particular accommodation

Carter v. Southwest Airlines (5th Cir.)

- Carter sent messages opposing abortion to her union president and strongly objecting to the position and activities that were pro-abortion.
- Southwest terminated Carter for violating civility and anti-harassment policies (not her religious beliefs).
- Carter prevailed at trial - \$800,000 plus reinstatement.
- Court ordered Southwest to notify its employees that is “may not discriminate” based on religion.
 - Instead, Southwest’s notice states that it “does not discriminate” based on religion, and it published an internal memo calling Carter’s conduct offensive
 - Judge found Southwest’s lawyers in contempt, and ordered them to undergo religious liberty training.

Carter v. Southwest Airlines (5th Cir.)

5th Circuit reverse the sanction and overturned the belief-based Title VII verdict.

- Religious-practice and religious belief claims are distinct claims – Carter’s claims were for her actions and not her beliefs.
- No evidence her faith, by itself, cost her her job.
- However, cannot terminate for sending religiously-motivated messages unless employer can show substantial business reason/cost (undue hardship to accommodate).

Kluge v. Brownsburg (7th Cir.)

- Objected to school district's requirement to refer to students using the first names in the school's database, including of transgender students who had their names changed in the database.
- Kluge initially received religious accommodation that allowed him to use the last names BUT a transgender student complained (felt disrespected) and Kluge was later terminated.
- 7th Circuit held must conduct factual inquiry into whether school district would suffer undue hardship if it maintained the accommodation:
 - AND under undue hardship standard claims of emotional harm from a student **may** not be enough to override the accommodation
- ❖ Under Groff v. DeJoy, 600 US 227 (2023) - if the impact on co-workers is a "dislike of religious practice and expression in the workplace or the mere fact [of] an accommodation," those may not be considered.