

**Alert | Health Emergency Preparedness Task Force:
Business Continuity Amid COVID-19**



November 2021

EEOC Issues Guidance on Title VII and Religious Objections

On Oct. 25, 2021, the Equal Employment Opportunity Commission (EEOC) issued [guidance](#) and updated the same on Oct. 28, to assist employers who receive requests for religious accommodations from job applicants and employees regarding Coronavirus Disease 2019 (COVID-19) vaccine mandates. This GT Alert provides considerations for employers when evaluating such a request for a religious accommodation. See also GT Alerts, [“The COVID-19 Vaccine/Testing Mandate Is Here: What Does It Mean for Employers?”](#) and [“OSHA COVID-19 Emergency Temporary Standard Takes Effect Dec. 5: Are Employers Ready?”](#)

Qualifying Sincerely Held Religious Belief

- An employer should assume that an employee’s request for religious accommodation from a vaccine mandate is based on sincerely held religious beliefs. But, if the employer has an objective basis for questioning either the religious nature or the sincerity of a particular belief, the employer may make a limited factual inquiry and seek additional supporting information, including inquiring into how the employee’s religious belief conflicts with the employer’s COVID-19 vaccination mandate. The employer should not assume a request is invalid simply because it is based on unfamiliar religious beliefs.
- Employers must use caution when evaluating whether a religious belief is sincere. It is largely a matter of individual credibility. Thus, the guidance provided that the sincerity of an employee’s stated religious belief should not typically be in dispute.

- Factors that might call into question the sincerity of the employee's belief include: whether the employee has acted in a manner inconsistent with the asserted belief; whether the accommodation presents a desirable benefit that is likely sought for nonreligious reasons; whether the timing renders the request suspect; and whether the employer has other reasons to believe the accommodation is not sought for religious reasons. No single factor is determinative.
- Title VII of the Civil Rights Act of 1964 does not protect social, political, personal preferences, or nonreligious concerns about the possible effects of the vaccine, so employers do not have to provide a religious accommodation for these types of beliefs.
- Just because an employer grants an accommodation to one employee does not mean the employer must grant an accommodation to other employees. Employers should, however, adhere to a consistent standard in providing and/or denying accommodation requests.

Undue Hardship

- When a properly requested accommodation based on sincerely held religious beliefs would present an undue hardship to the employer, Title VII does not require the employer to provide the accommodation.
- Employers must assess undue hardship on a case-by-case basis, considering the particular facts and circumstances of each request. An employer will need to show how much the employee's proposed accommodation would cost or disrupt the employer's business based on objective information rather than speculative hardships.
- In the case of vaccination mandates, an employer may consider not only the monetary costs it would incur in granting the accommodation to one employee but also the cumulative cost or burden to the employer if multiple employees are requesting a similar accommodation, as well as the risk of the spread of COVID-19 to other employees or to the public.
- The employer should consider all possible reasonable accommodations, including remote work, weekly COVID-19 testing, masking, or moving the employee to a private workspace.
- Employers do not have to grant the specific accommodation preferred by an employee if there are alternate accommodations that would achieve the same result of eliminating the religious conflict and would better serve the employer.

Requesting a Religious Accommodation – No Magic Words

- Employees do not have to use any specific language when requesting a religious accommodation, but they do have to notify their employer that there is a conflict between their sincerely held religious beliefs and the employer's COVID-19 vaccination mandate.
- Employers should account for changing circumstances, so if the employee's beliefs and practices change, the employer may grant an alternative religious accommodation or discontinue altogether, if objective information supports such decisions.

Employers should provide applicants and employees with information regarding how to request a religious accommodation, not only as it relates to COVID-19 vaccination mandates but also for other employer policies that might conflict with an employee's sincerely held religious beliefs. Employers that require help drafting forms or developing a clear process for employees to submit such requests should work with experienced labor and employment counsel.

For more information and updates on the developing situation, visit [GT's Health Emergency Preparedness Task Force: Coronavirus Disease 2019](#) and [Business Continuity Amid COVID-19](#) page.

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