**GROFF v. DEJOY**

United States Supreme Court

\_\_\_ S. Ct. \_\_\_ (June 29, 2023)

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[ALITO](https://www.westlaw.com/Link/Document/FullText?findType=h&pubNum=176284&cite=0153052401&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), J., delivered the opinion for a unanimous Court. [SOTOMAYOR](https://www.westlaw.com/Link/Document/FullText?findType=h&pubNum=176284&cite=0145172701&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), J., filed a concurring opinion, in which [JACKSON](https://www.westlaw.com/Link/Document/FullText?findType=h&pubNum=176284&cite=0384965701&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), J., joined.

Justice [ALITO](https://www.westlaw.com/Link/Document/FullText?findType=h&pubNum=176284&cite=0153052401&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) delivered the opinion of the Court.

Title VII of the Civil Rights Act of 1964 requires employers to accommodate the religious practice of their employees unless doing so would impose an “undue hardship on the conduct of the employer’s business.” [42 U.S.C. § 2000e(j)](https://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000546&cite=42USCAS2000E&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RB&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_267600008f864). Based on a line in this Court’s decision in [*Trans World Airlines, Inc. v. Hardison*, 432 U.S. 63, 84 (1977)](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&fi=co_pp_sp_780_84&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_sp_780_84), many lower courts, including the Third Circuit below, have interpreted “undue hardship” to mean any effort or cost that is “more than ... *de minimis*.” In this case, however, both parties—the plaintiff-petitioner, Gerald Groff, and the defendant-respondent, the Postmaster General, represented by the Solicitor General—agree that the *de minimis* reading of [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) is a mistake. With the benefit of thorough briefing and oral argument, we today clarify what Title VII requires.

I

Gerald Groff is an Evangelical Christian who believes for religious reasons that Sunday should be devoted to worship and rest, not “secular labor” and the “transport[ation]” of worldly “goods.” In 2012, Groff began his employment with the United States Postal Service (USPS), which has more than 600,000 employees. He became a Rural Carrier Associate, a job that required him to assist regular carriers in the delivery of mail. When he took the position, it generally did not involve Sunday work. But within a few years, that changed. In 2013, USPS entered into an agreement with Amazon to begin facilitating Sunday deliveries, and in 2016, USPS signed a memorandum of understanding with the relevant union (the National Rural Letter Carriers’ Association) that set out how Sunday and holiday parcel delivery would be handled. During a 2-month peak season, each post office would use its own staff to deliver packages. At all other times, Sunday and holiday deliveries would be carried out by employees (including Rural Carrier Associates like Groff) working from a “regional hub.” For Quarryville, Pennsylvania, where Groff was originally stationed, the regional hub was the Lancaster Annex.

The memorandum specifies the order in which USPS employees are to be called on for Sunday work outside the peak season. First in line are each hub’s “Assistant Rural Carriers”— part-time employees who are assigned to the hub and cover only Sundays and holidays. Second are any volunteers from the geographic area, who are assigned on a rotating basis. And third are all other carriers, who are compelled to do the work on a rotating basis. Groff fell into this third category, and after the memorandum of understanding was adopted, he was told that he would be required to work on Sunday. He then sought and received a transfer to Holtwood, a small rural USPS station that had only seven employees and that, at the time, did not make Sunday deliveries. But in March 2017, Amazon deliveries began there as well.

With Groff unwilling to work on Sundays, USPS made other arrangements. During the peak season, Sunday deliveries that would have otherwise been performed by Groff were carried out by the rest of the Holtwood staff, including the postmaster, whose job ordinarily does not involve delivering mail. During other months, Groff ’s Sunday assignments were redistributed to other carriers assigned to the regional hub.[[1]](#footnote-1) Throughout this time, Groff continued to receive “progressive discipline” for failing to work on Sundays. Finally, in January 2019, he resigned.[[2]](#footnote-2)

A few months later, Groff sued under Title VII, asserting that USPS could have accommodated his Sunday Sabbath practice “without undue hardship on the conduct of [USPS’s] business.” The District Court [and the Third Circuit] granted summary judgment to USPS [finding] that it was “bound by [the] ruling” in [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), which it construed to mean “that requiring an employer ‘to bear more than a de minimis cost’ to provide a religious accommodation is an undue hardship.” …

We granted Groff ’s ensuing petition for a writ of certiorari.

II

Because this case presents our first opportunity in nearly 50 years to explain the contours of [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), we begin by recounting the legal backdrop to that case, including the development of the Title VII provision barring religious discrimination and the Equal Employment Opportunity Commission’s (EEOC’s) regulations and guidance regarding that prohibition. We then summarize how the [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) case progressed to final decision, and finally, we discuss how courts and the EEOC have understood its significance. This background helps to explain the clarifications we offer today.

A

Since its passage, Title VII of the Civil Rights Act of 1964 has made it unlawful for covered employers “to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges [of] employment, because of such individual’s ... religion.” 42 U.S.C. § 2000e–2(a)(1). As originally enacted, Title VII did not spell out what it meant by discrimination “because of ... religion,” but shortly after the statute’s passage, the EEOC interpreted that provision to mean that employers were sometimes required to “accommodate” the “reasonable religious needs of employees.” After some tinkering, the EEOC settled on a formulation that obligated employers “to make reasonable accommodations to the religious needs of employees” whenever that would not work an “undue hardship on the conduct of the employer’s business.” [29 C.F.R. § 1605.1 (1968)](https://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000547&cite=29CFRS1605.1&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=LQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)).

Between 1968 and 1972, the EEOC elaborated on its understanding of “undue hardship” in a “long line of decisions” addressing a variety of policies. Those decisions addressed many accommodation issues that still arise frequently today, including the wearing of religious garb and time off from work to attend to religious obligations.

EEOC decisions did not settle the question of undue hardship. In 1970, the Sixth Circuit held (in a Sabbath case) that Title VII as then written did not require an employer “to accede to or accommodate” religious practice because that “would raise grave” Establishment Clause questions. [*Dewey v. Reynolds Metals Co.*, 429 F.2d 324, 334](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1970119274&pubNum=0000350&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&fi=co_pp_sp_350_334&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_sp_350_334). This Court granted certiorari, 400 U.S. 1008, but then affirmed by an evenly divided vote, 402 U.S. 689 (1971).

Responding to [*Dewey*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1971244090&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) and another decision rejecting any duty to accommodate an employee’s observance of the Sabbath, Congress amended Title VII in 1972. Tracking the EEOC’s regulatory language, Congress provided that “[t]he term ‘religion’ includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee’s or prospective employee’s religious observance or practice without undue hardship on the conduct of the employer’s business.” 42 U.S.C. § 2000e(j).

B

The [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) case concerned a dispute that arose during the interval between the issuance of the EEOC’s “undue hardship” regulation and the 1972 amendment to Title VII. In 1967, Larry Hardison was hired as a clerk at the Stores Department in the Kansas City base of Trans World Airlines (TWA). The Stores Department was responsible for providing parts needed to repair and maintain aircraft. It played an “essential role” and operated “24 hours per day, 365 days per year.” After taking this job, Hardison underwent a religious conversion. He began to observe the Sabbath by absenting himself from work from sunset on Friday to sunset on Saturday, and this conflicted with his work schedule. The problem was solved for a time when Hardison, who worked in Building 1, switched to the night shift, but it resurfaced when he sought and obtained a transfer to the day shift in Building 2 so that he could spend evenings with his wife. In that new building, he did not have enough seniority to avoid work during his Sabbath. Attempts at accommodation failed, and he was eventually “discharged on grounds of insubordination.”

Hardison sued TWA and his union, the International Association of Machinists and Aerospace Workers (IAM). The Eighth Circuit found that reasonable accommodations were available, and it rejected the defendants’ Establishment Clause arguments.

Both TWA and IAM then filed petitions for certiorari, with TWA’s lead petition asking this Court to decide whether the 1972 amendment of Title VII violated the Establishment Clause as applied in the decision below, particularly insofar as that decision had approved an accommodation that allegedly overrode seniority rights granted by the relevant collective bargaining agreement. The Court granted both petitions.

When the Court took that action, all counsel had good reason to expect that the Establishment Clause would figure prominently in the Court’s analysis. As noted above, in June 1971, the Court, by an equally divided vote, had affirmed the Sixth Circuit’s decision in [*Dewey*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1971244090&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), which had heavily relied on Establishment Clause avoidance to reject the interpretation of Title VII set out in the EEOC’s reasonable-accommodation guidelines. Just over three weeks later, the Court had handed down its (now abrogated)[[3]](#footnote-3) decision in *Lemon* v. *Kurtzman*, 403 U. S. 602 (1971) which adopted a test under which any law whose “principal or primary effect” “was to advance religion” was unconstitutional. Because it could be argued that granting a special accommodation to a religious practice had just such a purpose and effect, some thought that [*Lemon*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1971127111&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) posed a serious problem for the 1972 amendment of Title VII. And shortly before review was granted in [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), the Court had announced that the Justices were evenly divided in a case that challenged the 1972 amendment as a violation of the Establishment Clause. *Parker Seal Co. v. Cummins*, 429 U.S. 65 (1976) (*per curiam*)….

Despite the prominence of the Establishment Clause [issue], constitutional concerns played no on-stage role in the Court’s opinion, which focused instead on seniority rights. The opinion stated that “the principal issue on which TWA and the union came to this Court” was whether Title VII “require[s] an employer and a union who have agreed on a seniority system to deprive senior employees of their seniority rights in order to accommodate a junior employee’s religious practices.” The Court held that Title VII imposed no such requirement. This conclusion, the Court found, was “supported by the fact that seniority systems are afforded special treatment under Title VII itself.” It noted that Title VII expressly provides special protection for “ ‘bona fide seniority ... system[s],’ ” and it cited precedent reading the statute “ ‘to make clear that the routine application of a bona fide seniority system [is] not ... unlawful under Title VII.’ ” Invoking these authorities, the Court found that the statute did not require an accommodation that involuntarily deprived employees of seniority rights.

Applying this interpretation of Title VII and disagreeing with the Eighth Circuit’s evaluation of the factual record, the Court identified no way in which TWA, without violating seniority rights, could have feasibly accommodated Hardison’s request for an exemption from work on his Sabbath. The Court found that not enough co-workers were willing to take Hardison’s shift voluntarily, that compelling them to do so would have violated their seniority rights, and that leaving the Stores Department short-handed would have adversely affected its “essential” mission.

The Court also rejected two other options offered in Justice Marshall’s dissent: (1) paying other workers overtime wages to induce them to work on Saturdays and making up for that increased cost by requiring Hardison to work overtime for regular wages at other times and (2) forcing TWA to pay overtime for Saturday work for three months, after which, the dissent thought, Hardison could transfer back to the night shift in Building 1. The Court dismissed both of these options as not “feasible,” but it provided no explanation for its evaluation of the first….

As for the second, the Court disputed the dissent’s conclusion that Hardison, if he moved back to Building 1, would have had enough seniority to choose to work the night shift. That latter disagreement was key. The dissent thought that Hardison could have resumed the night shift in Building 1 after just three months, and it therefore calculated what it would have cost TWA to pay other workers’ overtime wages on Saturdays for that finite period of time. According to that calculation, TWA’s added expense for three months would have been $150 (about $1,250 in 2022 dollars). But the Court doubted that Hardison could have regained the seniority rights he had enjoyed in Building 1 prior to his transfer, and if that were true, TWA would have been required to pay other workers overtime for Saturday work indefinitely. Even under Justice Marshall’s math, that would have worked out to $600 per year at the time, or roughly $5,000 per year today.

In the briefs and at argument, little space was devoted to the question of determining when increased costs amount to an “undue hardship” under the statute, but a single, but oft-quoted, sentence in the opinion of the Court, if taken literally, suggested that even a pittance might be too much for an employer to be forced to endure. The line read as follows: “To require TWA to bear more than a *de minimis* cost in order to give Hardison Saturdays off is an undue hardship.”

Although this line would later be viewed by many lower courts as the authoritative interpretation of the statutory term “undue hardship,” it is doubtful that it was meant to take on that large role. In responding to Justice Marshall’s dissent, the Court described the governing standard quite differently, stating three times that an accommodation is not required when it entails “substantial” “costs” or “expenditures.” This formulation suggests that an employer may be required to bear costs and make expenditures that are not “substantial.” Of course, there is a big difference between costs and expenditures that are not “substantial” and those that are “de minimis,” which is to say, so “very small or trifling” that that they are not even worth noticing. Black’s Law Dictionary 388 (5th ed. 1979).

The Court’s response to Justice Marshall’s estimate of the extra costs that TWA would have been required to foot is also telling. The majority did not argue that Justice Marshall’s math produced considerably “more than a *de minimis* cost” (as it certainly did). Instead, the Court responded that Justice Marshall’s calculation involved assumptions that were not “feasible under the circumstances” and would have produced a different conflict with “the seniority rights of other employees.”

Ultimately, then, it is not clear that any of the possible accommodations would have actually solved Hardison’s problem without transgressing seniority rights. The [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))Court was very clear that those rights were off-limits. Its guidance on “undue hardship” in situations not involving seniority rights is much less clear.

C

Even though *Hardison*’s reference to “*de minimis*” was undercut by conflicting language and was fleeting in comparison to its discussion of the “principal issue” of seniority rights, lower courts have latched on to “*de minimis*” as the governing standard.

To be sure, as the Solicitor General notes, some lower courts have understood that the protection for religious adherents is greater than “more than ... *de minimis*” might suggest when read in isolation. But a bevy of diverse religious organizations has told this Court that the *de minimis* test has blessed the denial of even minor accommodation in many cases, making it harder for members of minority faiths to enter the job market. See, *e.g.*, Brief for The Sikh Coalition et al. as *Amici Curiae* 15, 19–20 (“the de minimis standard eliminates any meaningful mandate to accommodate Sikh practices in the workplace” and “emboldens employers to deny reasonable accommodation requests”); Brief for Council on American-Islamic Relations as *Amicus Curiae* 3 (Muslim women wearing religiously mandated attire “have lost employment opportunities” and have been excluded from “critical public institutions like public schools, law enforcement agencies, and youth rehabilitation centers”); Brief for Union of Orthodox Jewish Congregations of America as *Amicus Curiae* 14–15 (because the “*de minimis* cost” test “can be satisfied in nearly any circumstance,” “Orthodox Jews once again [are] left at the mercy of their employers’ good graces”); Brief for Seventh-day Adventist Church in Canada et al. as *Amici Curiae* 8 (joint brief of Sabbatarian faiths arguing that Sabbath accommodation under the *de minimis* standard is left to “their employers’ and coworkers’ goodwill”).

The EEOC has also accepted [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) as prescribing a “ ‘more than a *de minimis* cost’ ” test, [29 C.F.R. § 1605.2(e)(1) (2022)](https://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000547&cite=29CFRS1605.2&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RB&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_06a60000dfdc6), but has tried in some ways to soften its impact. It has specifically cautioned (as has the Solicitor General in this case) against extending the phrase to cover such things as the “administrative costs” involved in reworking schedules, the “infrequent” or temporary “payment of premium wages for a substitute,” and “voluntary substitutes and swaps” when they are not contrary to a “bona fide seniority system.”

Nevertheless, some courts have rejected even the EEOC’s gloss on “*de minimis*.”[[4]](#footnote-4) And in other cases, courts have rejected accommodations that the EEOC’s guidelines consider to be ordinarily required, such as the relaxation of dress codes and coverage for occasional absences….

Today, the Solicitor General disavows its prior position that [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) should be overruled—but only on the understanding that [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))does not compel courts to read the “more than *de minimis*” standard “literally” or in a manner that undermines [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))’s references to “substantial” cost. Tr. of Oral Arg. 107. With the benefit of comprehensive briefing and oral argument, we agree.

III

We hold that showing “more than a *de minimis* cost,” as that phrase is used in common parlance, does not suffice to establish “undue hardship” under Title VII. [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))cannot be reduced to that one phrase. In describing an employer’s “undue hardship” defense, [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) referred repeatedly to “substantial” burdens, and that formulation better explains the decision. We therefore, like the parties, understand [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) to mean that “undue hardship” is shown when a burden is substantial in the overall context of an employer’s business. This fact-specific inquiry comports with both [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))and the meaning of “undue hardship” in ordinary speech.

A

As we have explained, we do not write on a blank slate in determining what an employer must prove to defend a denial of a religious accommodation, but we think it reasonable to begin with Title VII’s text. After all, as we have stressed over and over again in recent years, statutory interpretation must “begi[n] with,” and ultimately heed, what a statute actually says. Here, the key statutory term is “undue hardship.” In common parlance, a “hardship” is, at a minimum, “something hard to bear.” Random House Dictionary of the English Language 646 (1966) (Random House). Other definitions go further. See, *e.g.*, Webster’s Third New International Dictionary 1033 (1971) (Webster’s Third) (“something that causes or entails suffering or privation”); American Heritage Dictionary 601 (1969) (American Heritage) (“[e]xtreme privation; adversity; suffering”); Black’s Law Dictionary, at 646 (“privation, suffering, adversity”). But under any definition, a hardship is more severe than a mere burden. So even if Title VII said only that an employer need not be made to suffer a “hardship,” an employer could not escape liability simply by showing that an accommodation would impose some sort of additional costs. Those costs would have to rise to the level of hardship, and adding the modifier “undue” means that the requisite burden, privation, or adversity must rise to an “excessive” or “unjustifiable” level. Random House 1547; see, *e.g.*, Webster’s Third 2492 (“inappropriate,” “unsuited,” or “exceeding or violating propriety or fitness”); American Heritage 1398 (“excessive”)….

When “undue hardship” is understood in this way, it means something very different from a burden that is merely more than *de minimis*, *i.e.*, something that is “very small or trifling.” So considering ordinary meaning while taking [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) as a given, we are pointed toward something closer to [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))’s references to “substantial additional costs” or “substantial expenditures.”…

In short, no factor discussed by the parties—the ordinary meaning of “undue hardship,” the EEOC guidelines that [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) concluded that the 1972 amendment “ ‘ratified,’ ”, the use of that term by the EEOC prior to those amendments, and the common use of that term in other statutes—supports reducing [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) to its “more than a *de minimis* cost” line.

B

In this case, both parties agree that the “*de minimis*” test is not right, but they differ slightly in the alternative language they prefer. Groff likes the phrase “significant difficulty or expense.” The Government, disavowing its prior position that Title VII’s text requires overruling [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), points us to [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))’s repeated references to “substantial expenditures” or “substantial additional costs.” We think it is enough to say 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.

What matters more than a favored synonym for “undue hardship” (which is the actual text) is that courts must apply the test in a manner that takes into account all relevant factors in the case at hand, including the particular accommodations at issue and their practical impact in light of the nature, “size and operating cost of [an] employer.”

C

The main difference between the parties lies in the further steps they would ask us to take in elaborating upon their standards. Groff would not simply borrow the phrase “significant difficulty or expense” from the Americans with Disabilities Act (ADA) but would have us instruct lower courts to “draw upon decades of ADA caselaw.” The Government, on the other hand, requests that we opine that the EEOC’s construction of [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) has been basically correct.

Both of these suggestions go too far. We have no reservations in saying that a good deal of the EEOC’s guidance in this area is sensible and will, in all likelihood, be unaffected by our clarifying decision today. After all, as a public advocate for employee rights, much of the EEOC’s guidance has focused on what should be accommodated. Accordingly, today’s clarification may prompt little, if any, change in the agency’s guidance explaining why no undue hardship is imposed by temporary costs, voluntary shift swapping, occasional shift swapping, or administrative costs. See [29 C.F.R. § 1605.2(d)](https://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000547&cite=29CFRS1605.2&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RB&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_5ba1000067d06). But it would not be prudent to ratify *in toto* a body of EEOC interpretation that has not had the benefit of the clarification we adopt today. What is most important is that “undue hardship” in Title VII means what it says, and courts should resolve whether a hardship would be substantial in the context of an employer’s business in the common-sense manner that it would use in applying any such test.

D

The erroneous *de minimis* interpretation of [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))may have had the effect of leading courts to pay insufficient attention to what the actual text of Title VII means with regard to several recurring issues. Since we are now brushing away that mistaken view of [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))’s holding, clarification of some of those issues—in line with the parties’ agreement in this case—is in order.

First, on the second question presented, both parties agree that the language of Title VII requires an assessment of a possible accommodation’s effect on “the conduct of the employer’s business.” As the Solicitor General put it, not all “impacts on coworkers ... are relevant,” but only “coworker impacts” that go on to “affec[t] the conduct of the business.” So an accommodation’s effect on co-workers may have ramifications for the conduct of the employer’s business, but a court cannot stop its analysis without examining whether that further logical step is shown in a particular case.

On this point, the Solicitor General took pains to clarify that some evidence that occasionally is used to show “impacts” on coworkers is “off the table” for consideration. Specifically, a coworker’s dislike of “religious practice and expression in the workplace” or “the mere fact [of] an accommodation” is not “cognizable to factor into the undue hardship inquiry.” To the extent that this was not previously clear, we agree. An employer who fails to provide an accommodation has a defense only if the hardship is “undue,” and a hardship that is attributable to employee animosity to a particular religion, to religion in general, or to the very notion of accommodating religious practice cannot be considered “undue.” If bias or hostility to a religious practice or a religious accommodation provided a defense to a reasonable accommodation claim, Title VII would be at war with itself.

Second, as the Solicitor General’s authorities underscore, Title VII requires that an employer reasonably accommodate an employee’s practice of religion, not merely that it assess the reasonableness of a particular possible accommodation or accommodations. This distinction matters. Faced with an accommodation request like Groff ’s, it would not be enough for an employer to conclude that forcing other employees to work overtime would constitute an undue hardship. Consideration of other options, such as voluntary shift swapping, would also be necessary.

IV

Having clarified the Title VII undue-hardship standard, we think it appropriate to leave the context-specific application of that clarified standard to the lower courts in the first instance. The Third Circuit assumed that [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) prescribed a “more than a de minimis cost” test, and this may have led the court to dismiss a number of possible accommodations, including those involving the cost of incentive pay, or the administrative costs of coordination with other nearby stations with a broader set of employees. Without foreclosing the possibility that USPS will prevail, we think it appropriate to leave it to the lower courts to apply our clarified context-specific standard, and to decide whether any further factual development is needed….

Justice [SOTOMAYOR](https://www.westlaw.com/Link/Document/FullText?findType=h&pubNum=176284&cite=0145172701&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)), with whom Justice [JACKSON](https://www.westlaw.com/Link/Document/FullText?findType=h&pubNum=176284&cite=0384965701&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) joins, concurring.

As both parties here agree, the phrase “more than a *de minimis* cost” from *Trans World Airlines, Inc. v. Hardison*, 432 U.S. 63, 84 (1977), was loose language. An employer violates Title VII if it fails “to reasonably accommodate” an 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)](https://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000546&cite=42USCAS2000E&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RB&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_267600008f864). The statutory standard is “undue hardship,” not trivial cost.

*Hardison*, however, cannot be reduced to its “*de minimis*” language. Instead, that case must be understood in light of its facts and the Court’s reasoning. The [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))Court concluded that the plaintiff ’s proposed accommodation would have imposed an undue hardship on the conduct of the employer’s business because the accommodation would have required the employer either to deprive other employees of their seniority rights under a collective-bargaining agreement, or to incur substantial additional costs in the form of lost efficiency or higher wages. The Equal Employment Opportunity Commission has interpreted Title VII’s undue-hardship standard in this way for seven consecutive Presidential administrations, from President Reagan to President Biden.

Petitioner Gerald Groff asks this Court to overrule [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) and to replace it with a “significant difficulty or expense” standard. The Court does not do so. That is a wise choice because *stare decisis* has “enhanced force” in statutory cases. Congress is free to revise this Court’s statutory interpretations. The Court’s respect for Congress’s decision not to intervene promotes the separation of powers by requiring interested parties to resort to the legislative rather than the judicial process to achieve their policy goals. This justification for statutory *stare decisis* is especially strong here because “Congress has spurned multiple opportunities to reverse [[*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search))]—openings as frequent and clear as this Court ever sees.” Moreover, in the decades since [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)) was decided, Congress has revised Title VII multiple times in response to other decisions of this Court, yet never in response to [*Hardison*](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=1977118814&pubNum=0000780&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)).

Groff also asks the Court to decide that Title VII requires the United States Postal Service to show “undue hardship to [its] *business*,” not to Groff ’s co-workers. The Court, however, recognizes that Title VII requires “undue hardship on the *conduct* of the employer’s business.” [42 U.S.C. § 2000e(j)](https://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000546&cite=42USCAS2000E&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RB&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_267600008f864) (emphasis added). Because the “conduct of [a] business” plainly includes the management and performance of the business’s employees, undue hardship on the conduct of a business may include undue hardship on the business’s employees. See, *e.g.*, *Hardison*, 432 U.S. at 79–81 (deprivation of employees’ bargained-for seniority rights constitutes undue hardship). There is no basis in the text of the statute, let alone in economics or common sense, to conclude otherwise. Indeed, for many businesses, labor is more important to the conduct of the business than any other factor.

To be sure, some effects on co-workers will not constitute “undue hardship” under Title VII. For example, animus toward a protected group is not a cognizable “hardship” under any antidiscrimination statute. In addition, some hardships, such as the labor costs of coordinating voluntary shift swaps, are not “undue” because they are too insubstantial. Nevertheless, if there is an undue hardship on “the conduct of the employer’s business,” then such hardship is sufficient, even if it consists of hardship on employees. With these observations, I join the opinion of the Court.

1. Other employees complained about the consequences of Groff ’s absences. While the parties dispute some of the details, it appears uncontested that at least one employee filed a grievance asserting a conflict with his contractual rights. After disputing any conflict with contract rights, USPS eventually settled that claim, with the settlement reaffirming USPS’s commitment to the Memorandum of Understanding. [↑](#footnote-ref-1)
2. Groff represents that his resignation was in light of expected termination, and the District Court found “a genuine issue of material fact” foreclosed summary judgment as to whether Groff suffered an adverse employment action. The Government does not dispute the point in this Court. [↑](#footnote-ref-2)
3. See *Kennedy* v. *Bremerton School Dist.*, 142 S.Ct. 2407, 2427 (2022). [↑](#footnote-ref-3)
4. For example, two years ago, the Seventh Circuit told the EEOC that it would be an undue hardship on Wal-Mart (the Nation’s largest private employer, with annual profits of over $11 billion) to be required to facilitate voluntary shift-trading to accommodate a prospective assistant manager’s observance of the Sabbath. [*EEOC v. Walmart Stores East, L. P.*, 992 F.3d 656, 659–660 (2021)](https://www.westlaw.com/Link/Document/FullText?findType=Y&serNum=2053356314&pubNum=0000506&originatingDoc=I7b90f256164a11ee9093e6f084407295&refType=RP&fi=co_pp_sp_506_659&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Search)#co_pp_sp_506_659). See Walmart Inc., Wall Street Journal Markets (June 4, 2023). [↑](#footnote-ref-4)