

EMPLOYMENT LAW ALERT

JUNE 2015

LESSONS FROM THE U.S. SUPREME COURT RULING AGAINST ABERCROMBIE & FITCH IN HEADSCARF CASE

Ms. Samantha Elauf, a practicing Muslim, appeared for her employment interview at Abercrombie & Fitch wearing a headscarf as per her religious beliefs. Abercrombie & Fitch refused to hire her because her appearance violated its "Look Policy."

On June 1, 2015, the United States Supreme Court ruled that the Company unlawfully discriminated against Ms. Elauf on the basis of her sincerely held religious beliefs. *Equal Employment Opportunity Commission v. Abercrombie & Fitch Stores, Inc.*

The Court's decision provides stern warnings to employers dealing with religious diversity and other accommodation issues.

First, an employer's obligation to reasonably accommodate a religious practice, or at least engage in an interactive dialogue about the need for accommodation, is triggered when the employer suspects that an accommodation is needed, even if the employee or prospective employee does not request accommodation or disclose his/her religion.

In addition, the Supreme Court stresses that employers cannot rely on the neutrality of a policy, such as the Abercrombie & Fitch "Look Policy" against wearing caps, to protect against liability. Employers must assess any need for accommodation on a case-by-case basis.

Employers in Massachusetts must know that these important lessons are also applicable to circumstances involving disabled employees needing accommodation.

Companies are encouraged to consult with legal counsel prior to deciding about a job applicant or current employee if the company has any concerns about accommodation or discrimination.

CONTACT

If you have any questions about this alert, please contact one of the attorneys in our [Employment Law Practice](#).

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