Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

# SUPREME COURT OF THE UNITED STATES

Syllabus

## US AIRWAYS, INC. *v.* BARNETT

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 00–1250. Argued December 4, 2001—Decided April 29, 2002

After respondent Barnett injured his back while a cargo handler for petitioner US Airways, Inc., he transferred to a less physically demanding mailroom position. His new position later became open to seniority-based employee bidding under US Airways' seniority system, and employees senior to him planned to bid on the job. US Airways refused his request to accommodate his disability by allowing him to remain in the mailroom, and he lost his job. He then filed suit under the Americans with Disabilities Act of 1990 (ADA or Act), which prohibits an employer from discriminating against "an individual with a disability" who with "reasonable accommodation" can perform a job's essential functions, 42 U. S. C. §§12112(a) and (b), unless the employer "can demonstrate that the accommodation would impose an undue hardship on the operation of [its] business," §1211(b)(5)(A). Finding that altering a seniority system would result in an "undue hardship" to both US Airways and its nondisabled employees, the District Court granted the company summary judgment. The Ninth Circuit reversed, holding that the seniority system was merely a factor in the undue hardship analysis and that a case-by-case, fact intensive analysis is required to determine whether any particular assignment would constitute an undue hardship.

*Held:* An employer's showing that a requested accommodation conflicts with seniority rules is ordinarily sufficient to show, as a matter of law, that an "accommodation" is not "reasonable." However, the employee remains free to present evidence of special circumstances that makes a seniority rule exception reasonable in the particular case. Pp. 4–15.

(a) Many lower courts have reconciled the phrases "reasonable accommodation" and "undue hardship" in a practical way, holding that

a plaintiff/employee (to defeat a defendant/employer's summary judgment motion) need only show that an "accommodation" seems reasonable on its face, *i.e.,* ordinarily or in the run of cases. The defendant/employer then must show special (typically case-specific) circumstances demonstrating undue hardship in the particular circumstances. Neither US Airways' position—that no accommodation violating a seniority system's rules is reasonable—nor Barnett's position—that "reasonable accommodation" authorizes a court to consider only the requested accommodation's ability to meet an individual's disability-related needs—is a proper interpretation of the Act. Pp. 4–10.

(b) Here, the question is whether a proposed accommodation that would normally be reasonable is rendered unreasonable because the assignment would violate a seniority system's rules. Ordinarily the answer is "yes." The statute does not require proof on a case-by-case basis that a seniority system should prevail because it would not be reasonable in the run of cases that the assignment trump such a system's rules. Analogous case law has recognized the importance of seniority to employee-management relations, finding, *e.g.,* that collectively bargained seniority trumps the need for reasonable accommodation in the linguistically similar Rehabilitation Act, see, *e.g., Eckles* v. *Consolidated Rail Corp.*, 94 F. 3d 1041, 1047–1048. And the relevant seniority system advantages, and related difficulties resulting from violations of seniority rules, are not limited to collectively bargained systems, but also apply to many systems (like the one at issue) unilaterally imposed by management. A typical seniority system provides important employee benefits by creating, and fulfilling, employee expectations of fair, uniform treatment—*e.g.,* job security and an opportunity for steady and predictable advancement based on objective standards—that might be undermined if an employer were required to show more than the system's existence. Nothing in the statute suggests that Congress intended to undermine seniority systems in such a way. Pp. 10–13.

(c) The plaintiff (here the employee) remains free to show that special circumstances warrant a finding that, despite the seniority system's presence, the requested accommodation is reasonable on the particular facts. Special circumstances might alter the important expectations created by a seniority system. The plaintiff might show, for example, that the employer, having retained the right to change the system unilaterally, exercises the right fairly frequently, reducing employee expectations that the system will be followed—to the point where the requested accommodation will not likely make a difference. The plaintiff might also show that the system already contains exceptions such that, in the circumstances, one further exception is un-

likely to matter. The plaintiff has the burden of showing special circumstances and must explain why, in the particular case, an exception to the seniority system can constitute a reasonable accommodation even though in the ordinary case it cannot. Pp. 13–14.

(d) The lower courts took a different view of this matter, and neither party has had an opportunity to seek summary judgment in accordance with the principles set forth here. Pp. 14–15.

228 F. 3d 1105, vacated and remanded.

BREYER, J., delivered the opinion of the Court, in which REHNQUIST, C. J., and STEVENS, O'CONNOR, and KENNEDY, JJ., joined. STEVENS, J., and O'CONNOR, J., filed concurring opinions. SCALIA, J., filed a dissenting opinion, in which THOMAS, J., joined. SOUTER, J., filed a dissenting opinion, in which GINSBURG, J., joined.