

# Supreme Court Rules Job Transfers Can Be Discriminatory Without 'Significant' Harm

On April 17, 2024, the U.S. Supreme Court (the "Court") held in [Muldraw v. City of St. Louis](#) that employers may violate Title VII's anti-discrimination provisions when they transfer an employee even if the transfer did not result in a loss of pay or benefits. Employees, they ruled, must show only that the transfer brought about "some harm" with respect to a term or condition of employment. This decision resolved a circuit split, with the Court rejecting the heightened standard used by some circuits that required the employee to show that the harm incurred from the job transfer was "significant."

## The Case Allegations

In *Muldraw*, Sergeant Jatonya Muldraw, who was a female police officer in the Intelligence Division of the St. Louis Police Department, filed a Title VII gender discrimination claim against her employer, the City of St. Louis (the "City"), after she was involuntarily transferred from her unit and replaced by a male police officer. Despite stellar employment evaluations, Officer Muldraw was transferred to a uniformed job where *her rank and pay remained the same*, but her responsibilities, perks, and schedule did not. Officer Muldraw brought a Title VII suit to challenge the transfer, alleging the City discriminated against her based on sex.

Muldraw alleged that she had been moved from a "prestigious" position to a more "administrative" uniformed role with fewer "opportunities to work on important investigations." Nevertheless, the trial court granted the City summary judgment and dismissed the case.

The appeals court upheld the trial court's decision, ruling that Officer Muldraw had not proven her transfer brought a "significant" change in working conditions amounting to a "material employment disadvantage."

Undeterred, Muldraw petitioned the Supreme Court for review, which it granted. Subsequently, in a unanimous decision, the Court rejected the "significant" employment disadvantage test and vacated the judgment against Muldraw. Instead, engaging in a strict textual analysis, the Court clarified the employee's burden is to show the transfer brought about only "some harm" with respect to an identifiable term or condition of employment, *but that harm need not be*

## POSTED:

May 6, 2024

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*significant*. Without clarifying what "some harm" means, the Court stated the answer could lie "in the eye of the beholder—and can disregard varied kinds of disadvantage." The meaning of "some harm" is expected to be fleshed out in the lower courts.

## **The Expected Impact**

This decision opens the door for employees to challenge other employment actions, such as changes to job title, pay, promotions, termination, schedule, and training. Employers should review their practices and policies to ensure they do not increase the risk of potential discrimination claims. Any employment actions, especially job transfers, should be well-documented to ensure the legitimate, non-discriminatory business reason for the action is clear. If you have any questions about navigating the lowered standard for Title VII suits regarding job transfers, contact [Robert Driscoll](#), [Katie Triska](#), [Abigail Aswege](#), or your Reinhart attorney.

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