

COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE  
PENNSYLVANIA HUMAN RELATIONS  
COMMISSION

MARY WEST,  
Complainant  
v.  
CENTRAL BUCKS SCHOOL DISTRICT,  
Respondent  
AUDREY SCANLON,  
Complainant  
v.  
CENTRAL BUCKS SCHOOL DISTRICT,  
Respondent  
DOCKET NO. E-9988  
DOCKET NO. E-10514

HISTORY OF CASE

On January 22, 1976 and May 25, 1976, Complainants Mary West and Audrey Scanlon, respectively, filed a complaint with the Pennsylvania Human Relations Commission (PHRC) alleging that the Respondent, Central Bucks School District, violated §5(a) of the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744 as amended, 43 P.S. §951 et seq. (Act), by having discriminated against them because of their sex, female and continued to do so up to and including the present day by paying them a lower salary for the position of basketball coach than a male employee who performed the same work in the same department.

An investigation of each allegation was conducted by PHRC staff pursuant to §9 of the ACT resulting in a Finding of Probable Cause to credit the allegations of each complaint. An effort to conciliate the matter as mandated by §9 failed and the

case proceeded to a Public Hearing on July 18, 1978 before Benjamin S. Loewenstein, Esquire, Presiding Commissioner and Commissioners Doris Leader and Everett E. Smith. William B. Churchill, Esquire acted as legal advisor to the Hearing Panel, Benjamin G. Lipman, Esquire appeared on behalf of the Complainant and Thomas F. J. MacAniff, Esquire, appeared on behalf of Respondent.

COMMONWEALTH OF PENNSYLVANIA  
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PENNSYLVANIA HUMAN RELATIONS  
COMMISSION

MARY WEST,	:	
Complainant	:	
	:	
v.	:	DOCKET NO. E-9988
	:	
CENTRAL BUCKS SCHOOL DISTRICT,	:	
Respondent	:	
	:	
AUDREY SCANLON,	:	
Complainant	:	
	:	
v.	:	DOCKET NO. E-10514
	:	
CENTRAL BUCKS SCHOOL DISTRICT	:	
Respondent	:	

FINDINGS OF FACT

1. Mary West, a female who resides at R.D. 1, Stump Road, Pipersville, Pennsylvania 18947 is the Complainant in Docket Number E-9988. (Exh. C-3/#1)
2. Audrey Scanlon, a female who resides at 47 Constitution Avenue, Doylestown, Pennsylvania 18901 is the Complainant in Docket Number E-10514. (Exh. C-3/#2)
3. Central Bucks School District, 315 West State Street, Doylestown, Pennsylvania 18901, is the Respondent in E-9988 and E-10514. (Exh. C-3/#3)
4. In both cases a complaint was filed, an investigation conducted, a finding of probable cause made, and an attempt at conciliation undertaken, in conformity with the procedural requisites of §9 of the Pennsylvania Human Relations Act and the

PHRC's Special Rules of Administrative Practice and Procedure.

(Exh. C-3/#4)

5. Respondent operates separate varsity basketball teams for boys and girls at Respondent's facilities, Central Bucks West (CBW) and Central Bucks East (CBE) High Schools.

(Exh. C-3/#5)

6. Throughout all or substantially all of their histories the boys' varsity basketball teams at CBE and CBW have been coached by males. (Exh. C-3/#7)

7. Throughout all or substantially all of their histories the girls' varsity basketball teams at CBE and CBW have been coached by females. (Exh. C-3/#7)

8. Strictly in accordance with a schedule set forth in the "Agreement Between the Central Bucks School District and the Central Bucks Education Association, 1975-1977," and without regard to individual qualifications or success during the season, the Head Coach of boys' varsity basketball at CBE and CBW was credited with 19 Extra Duty Responsibility (EDR) units per season and the Head Coach of girls' varsity basketball was credited with 13 EDRs per season. (Exh. C-3/#8, Exh. C-3/#23, Exh. R-3/p.9, N.T. 46-47)

9. The value of an EDR unit was \$67.00 for the 1975-76 school year and \$71.00 for the 1976-77 school year. (Exh. C-3/#9, Exh. R-3/p.8)

10. The Head Coach of girls' varsity basketball teams received \$671.00 for the 1975-76 season. (Exh. C-3/#10)

11. The Head Coach of boys' varsity basketball teams received \$1273.00 for the 1975-76 season. (Exh. C-3/#11)

12. The Head Coach of boys' varsity basketball teams received \$402.00 more than the Head Coach of girls' varsity basketball teams for the 1975-76 season. (Exh. C-3/#12)

13. The Head Coach of girls' varsity basketball teams received \$923.00 for the 1976-77 season. (Exh. C-3/#13)

(The stipulation entered into by the parties and introduced into the record reports the figure to be \$932.00. Simple multiplication of 13 EDR units by \$71.00 per unit reveals that the reported figure was a typographical error.)

14. The Head Coach of boys' varsity basketball teams received \$1349.00 for the 1976-77 season. (Exh. C-3/#14)

15. The Head Coach of boys' varsity basketball teams received \$426.00 more than the Head Coach of girls' varsity basketball teams for the 1976-77 season. (Exh. C-3/#15)

16. At both CBE and CBW the boys' and girls' 1975-76 and 1976-77 basketball seasons commenced on or about November 1, and extended to approximately February 17. Any team that was sufficiently successful during the season could extend its season by being invited to participate in the championship play-offs. (N.T. 25-26)

17. Boys' and girls' teams usually practiced three (3) days per week during the 1975-76 and 1976-77 basketball seasons, for about 2 1/2 hours per practice session. (N.T. 26, 35, 113)

18. Saturday and Holiday practices for boys and girls were voluntarily held at the coaches' option. (N.T. 26-27)

19. Teams played the following total number of games (league and exhibition games) per season:

1975-1976

CBE Boys - 22  
CBE Girls - 20  
CBW Boys - 20  
CBW Girls - 19

1976-1977

CBE Boys - 22  
CBE Girls - 19  
CBW Boys - 21  
CBW Girls - 19

(N.T. 24-25, 116-117)

20. Girls' teams scheduled 13 league games during the 1975-76 season. Boys scheduled 18. Boys' and girls' teams both scheduled 18 league games during the 1976-77 season. (N.T. 73,92)

21. The maximum number of total games (league and exhibition games) permitted for the 1975-76 and 1976-77 seasons was the same for boys' and girls' teams. (N.T. 75, 109, 126)

22. League games for boys' and girls' teams were scheduled by the Bucks/Mont League. Coaches played no role in such scheduling. (N.T. 52)

23. Building Athletic Directors scheduled exhibition games for boys' and girls' teams after receiving requests and recommendations from coaches. (N.T. 53-54, 95)

24. Building Athletic Directors at each school are responsible for such things as hiring officials, making travel arrangements, securing police protection, accounting for all gate receipts and scheduling availability of facilities for all games. Coaches have no role in fulfilling these duties. (Exh. C-3/#24, N.T. 55)

25. Scrimmages involving either boys' or girls' teams are scheduled by the respective coaches. (N.T. 54-55)

26. Exhibition games for both boys' and girls' teams are conducted in the same manner as, and are effectively identical to league games in terms of effort demanded of a coach. (N.T. 54)

27. Coaches of boys' and girls' basketball were not contractually required to schedule exhibition games for the 1975-76 or 1976-77 seasons. (N.T. 74, 93-94)

28. Coaches of the girls' teams at CBE and CBW could make their requests for exhibition games any time from the spring until October prior to the start of the basketball season, but most commonly made these requests in the spring. (N.T. 76, 95, 107, 109)

29. For the 1973-74, 1974-75 and 1975-76 seasons the girls' teams at CBE and CBW averaged about 6 exhibition games per season. (N.T. 92, 196-7)

30. Although not strictly mandated, it was expected that girls' team coaches would attempt to have some exhibition games scheduled for the 1975-76 season. (N.T. 107-110, 125-126)

31. Respondent was properly advised well in advance of the effective date of the "Agreement Between the Central Bucks School District and the Central Bucks Education Association, 1975-77," that Complainants' teams had requested to play about 6 exhibition games in addition to regularly scheduled league games during the 1975-76 season. (N.T. 50, 67, 76, 109-110)

32. About half the games played by both girls' and boys' teams are played away from their home court at another school. (N.T. 55, 104-105)

33. Boys' teams played all of their away games at night, girls' teams very few. (N.T. 104)

34. Coaches of boys' basketball have no contractual duties between the end of the teaching day and the time when they must meet the players for a night game. This "lay-over" time is free time for the coaches. (N.T. 115)

35. Girls' and boys' teams at the CBE and CBW play essentially the same group of schools. Thus the time required to travel to away games, play the game, and return is about the same for girls' and boys' teams. (N.T. 116, 126-128)

36. Complainants were dismissed early from their contractual teaching duties, without loss of pay, as necessary to accompany girls' teams to away games. However, this only occurred about ten times per season and the average length of such early dismissals was less than half an hour. (N.T. 105-106, 117-118, 131-132)

37. Complainants were not responsible for and had no control over the early afternoon scheduling of their games. (N.T. 134)

38. Complainant in Docket Number E-9988, Mary West, was Head Coach for the girls' varsity basketball team at CBW during the 1975-76 and 1976-77 seasons. (Exh. C-3/#16)

39. Thomas Ulrich, a male, was Head Coach of the boys' varsity basketball team at CBW during the 1975-76 and 1976-77 seasons. (Exh. C-3/#17)

40. Complainant in Docket Number E-10514, Audrey Scanlon, was Head Coach for the girls' varsity basketball team at CBE



during the 1975-76 and 1976-77 seasons. (Exh. C-3/#18)

41. Robert Walsh, a male, was Head Coach of the boys' varsity basketball team at CBE during the 1975-76 and 1976-77 seasons. (Exh. C-3/#19)

42. Both Complainants, Mary West and Audrey Scanlon, as well as Thomas Ulrich and Robert Walsh, satisfied the requirements and were fully qualified for the positions of basketball Head Coach at their respective schools. (Exh. C-3/#22, N.T. 52)

43. The qualifications required to coach girls' and boys' basketball at Respondent's high schools were effectively identical. (N.T. 52)

44. Coaches of girls' and boys' basketball teams at Respondent's high schools were hired in effectively identical manners. Each school's Principal interviewed applicants annually and made a recommendation to the School Board. (N.T. 52-53, 91, 99-100)

45. At the time of the public hearing in this case each of the coaches of boys' basketball teams in Respondent's high schools had been employed as coaches for four or more consecutive seasons. Each of the Complainants had been employed as coaches of girls' basketball in Respondent's high schools for nine or more consecutive years. (N.T. 46, 111-112)

46. Although coaches are not tenured and are hired on a yearly basis, coaches of both boys' and girls' basketball had a reasonable expectation of reappointment from year to year. (N.T. 100, 111-113)

47. Respondent's high schools are organized administratively so that girls' and boys' varsity basketball teams are within the same department. (N.T. 46)

48. The decision making structure and organizational hierarchy to which both the coaches of girls' and boys' basketball are subject are effectively identical. (N.T. 51-52, 62-63)

49. Coaches of both girls' and boys' basketball teams at Respondent's high schools were subject to effectively identical rules, policies, and guidelines and all received the same "Coaches' Brochure" - the basic guidebook for coaches. (Exh. C-4, N.T. 57-63)

50. The following number of students participated in the basketball program during the 1975-76 season:

CBE

Girls - 21  
Boys - 23

CBW

Girls - 24  
Boys - 21

(Exh. C-3/#20, N.T. 27)

51. During the 1975-76 and the 1976-77 seasons, varsity basketball head coaches at both CBE and CBW supervised assistant coaches as follows:

Boys - 2 assistants, 1 primarily responsible for scouting opponents and helping to develop game plans through scouting reports.

Girls - 1 assistant.

(Exh. C-3/#21)

52. Assistant coaches require little if any supervision and are a definite advantage to head coaches. (N.T. 55-56)

53. Coaches of girls' basketball at Respondent's high schools undertake duties outside the ordinary scope of coaching duties which are similar to those undertaken by their male counterparts, such as contacting the press and assisting student-athletes in their quest for college scholarships. (N.T. 63-65)

54. The psychological and emotional pressures on the coaches of girls' and boys' basketball at Respondent's high schools are effectively identical. (N.T. 102-103, 110-111, 130)

55. Complainant, Mary West, made efforts to communicate to Respondent, through her union representative, her dissatisfaction with the lack of salary parity for coaches of girls' and boys' basketball, prior to the effective date of the "Agreement Between the Central Bucks School District and the Central Bucks Education Association, 1975-1977." (N.T. 47-48, 66-67)

56. Complainant, Mary West, voted to accept the 1975-77 collective bargaining agreement that perpetuated the lack of salary parity for coaches of girls' and boys' basketball because she was satisfied with the overall provisions of the contract. (N.T. 48-49)

57. Pressure was a factor in computing EDR, primarily based on a crowd factor. (N.T. 102, 103)

58. The lay-over, time period, for the boys head basketball coach was a factor in computing the EDR. (N.T. 103).

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Respondent  
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v.  
CENTRAL BUCKS SCHOOL DISTRICT,  
Respondent  
DOCKET NO. E-9988  
DOCKET NO. E-10514

CONCLUSIONS OF LAW

1. The Pennsylvania Human Relations Commission has jurisdiction over the parties to and the subject matter of the above-captioned complaints pursuant to the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744 as amended, 43 P.S. §951 et seq. (the Act).
2. All procedural prerequisites to a public hearing, as set forth in §9 of the Act, were complied with in this case.
3. The jobs held by Complainants, Mary West and Audrey Scanlon, coaching girls' varsity basketball teams at Respondent's facilities, Central Bucks West and Central Bucks East High Schools respectively, during the 1975-1976 and the 1976-1977 school years, required levels of skill, effort, and responsibility substantially similar to the jobs of their male counterparts

coaching boys' varsity basketball teams.

4. Complainants did not waive their right to bring these complaints by virtue of their membership in the union that negotiated the contract pursuant to which they allege they were discriminatorily compensated, nor by voting in favor of ratification of that contract.

5. The Central Bucks Education Association is not an indispensable party to these actions.

6. By failing to pay to Complainants the same salary for coaching girls' varsity basketball teams during the 1975-1976 and 1976-1977 school years as was paid to male counterparts who coached boys' varsity basketball teams during those years, Respondent has unlawfully discriminated against Complainants with respect to compensation, because of their sex, female, in violation of §5(a) of the Act.

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CENTRAL BUCKS SCHOOL DISTRICT,  
Respondent


DOCKET NO. E-9988

DOCKET NO. E-10514

RECOMMENDATION OF  
HEARING COMMISSIONERS

AND NOW, this 23rd day of October 1978, upon consideration of all the evidence presented at the Public Hearing on the above-captioned matter, the argument of respective counsel and the History of the Case, Findings of Fact and Conclusions of Law, the Hearing Panel Commissioners hereby recommend to the entire Commissioners that an ORDER be entered against the Respondent, Central Bucks School District in both matters as captioned above, holding it in violation of §5(a) of the Pennsylvania Human Relations Act and providing for appropriate relief.

  
Benjamin S. Loewenstein, Esq.  
Commissioner

  
Doris M. Leader, Commissioner

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DOCKET NO. E-10514

CENTRAL BUCKS SCHOOL DISTRICT,  
Respondent

COMMISSION'S DECISION

AND NOW, this 3rd day of October, 1978, upon the recommendation of the Hearing Commissioners and the Record in this case the Pennsylvania Human Relations Commission adopts the attached History of the Case, Findings of Fact, and Conclusions of Law and finds and determines that Respondent, Central Bucks School District engaged in unlawful discriminatory practices in violation of §5(a) of the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744 as amended, in that said Respondent discriminated against both named Complainants on the basis of sex in their failure to pay to said Complainants the same salary for coaching girls' varsity basketball teams during

the 1975-1976 and 1976-1977 school years as were paid to male counterparts who coached boys' varsity basketball teams during said years.

Pennsylvania Human Relations  
Commission

By *Joseph X. Yaffe*  
Joseph X. Yaffe, Esq.  
Chairperson

ATTEST:

By *Elizabeth M. Scott*  
Elizabeth M. Scott, Secretary



COMMONWEALTH OF PENNSYLVANIA  
GOVERNOR'S OFFICE  
PENNSYLVANIA HUMAN RELATIONS  
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Docket No. E-9988

CENTRAL BUCKS SCHOOL DISTRICT:  
Respondent

AUDREY SCANLON,  
Complainant

v.

Docket No. E-10514

CENTRAL BUCKS SCHOOL  
DISTRICT,  
Respondent

O P I N I O N

On January 22, 1976, and May 25, 1976, Complainant, Mary West and Audrey Scanlon, respectfully filed a complaint with the Pennsylvania Human Relations Commission (Commission) alleging that the Respondent Central Bucks School District, violated §5(a) of the Pennsylvania Human Relations Act (ACT) by having discriminated against them because of their sex and continued to do so up to and including the present day by paying them a lower salary for the position of head basketball coach than a male employee who performed the same work in the same department.

The Public Hearing of July 18, 1978, produced evidence that the job of girls' varsity basketball coach was the equivalent of that of males varsity basketball coach in every substantive respect except for a disparity in compensation.

The notes of testimony and exhibits provide substantive evidence to support the Findings of Facts which establish that the Respondent maintained wage differentials between male and female head varsity basketball coaches who performed work substantially equal in terms of skill, effort and responsibility resulting in lower wages paid to said female coaches during the 1975-1976 and 1976-1977 school years of Respondent.

The substantive findings made by the Commission compel its holding that the Respondent acted and continues to be in violation of §5(a) of the Pennsylvania Human Relations Act (ACT) which provides in pertinent part:

"It shall be an unlawful discriminatory practice, unless based upon a bona fide occupational qualification . . . .

(a) For an employer, because of the . . . . sex . . . . of any individual to refuse to hire or employ, or to bar or to discharge from employment such individual, or to otherwise discriminate against such person with respect to compensation, hire, leave terms, conditions or privileges of employment, if the individual is the best able and most competent to perform the services required. Act of October 27, 1955, P.L. 744, 43 P.C.S. §955(a)."

During the 1975-1976 and 1976-1977, school year the Respondent did not employ females as head coach(es) of the males' varsity basketball teams but did employ females as head coaches of the females' varsity basketball teams. The wage credit payment structure as set forth in the "Agreement between the Central Bucks School District and the Central Bucks Education Association,

1975-1977", provided for a disparity in the extra duty responsibility (EDR) units per season without regard to individual qualifications or success; resulting in the head coach of the male varsity basketball teams receiving greater wages than the head coach of the female varsity basketball teams. This general finding is specifically buttressed by the Complainants' charges.

Despite the wage structure differential as established above, the primary functions of both male and female head coaches of respective varsity male and female basketball teams were substantially identical (See the "Coaches Brochure" for complete list of functions):

1. To conduct practice approximately three days per week for about 2-1/2 hours per practice session.
2. To coach the play of scheduled league, exhibition and post-season play (if any).
3. Make requests to the Building Athletic Director to schedule exhibition games on a voluntary basis.
4. Schedule scrimmages as considered necessary.
5. Play essentially the same group of schools at home and away.
6. Complying with effectively identical rules, policies and guidelines.
7. Undertake voluntary but necessary duties such as contacting the press and assisting student athletes in their quest for college scholarships.
8. To perform the coaching function under psychological and emotional pressures.

The case for Complainants was presented on the basis of the designated functions of the job as actually performed and combined with job descriptions submitted into evidence entitled "Central Bucks School District, Coaching Duties and Responsibilities", "Procedures and Regulations for Teams Traveling by School Bus", and the "Coaches Brochure" generally.

Respondent's defense focused upon alleged additional tasks and conditions pressed upon and/or performed by male head coach of the males' varsity basketball team alone, which, in its view, distinguished the positions and justified the wage differential (EDR) credits; such as the degree of "pressure" expended outside of the job description requirements to justify the disparity in wage rates. These tasks included:

1. Playing additional exhibition games during the school year.
2. Conducting additional practice and scrimmage sessions because some students have to practice two sports simultaneously.
3. Having to "lay-over" after school to coach an away night game.
4. The loss of alleged financial benefit derived from not being dismissed from class duties approximately one half hour prior to the end of the school day, as the female head coach was on occasions, in order to prepare for a game.
5. Being subjected to more "pressure".

However, on these factors, Respondent's chief witness, Mr. Stanley McFarlane, on cross examination stated that the school

Principal would probably recommend reappointment of a female head coach who coached female varsity basketball if she requested an exhibition schedule of as few as two (2) additional games, that "pressure" is basically a factor at the end of the season, and that the "lay-over" time for the male head coaches of the male varsity basketball teams was not a time during which a coach had to be in school, but could go out for dinner or whatever he wanted to - but was a period of time he had to put in.

The Findings effectively demonstrate that the alleged extra tasks and conditions were incidental and were substantially limited, as Respondent's witness, Mr. McFarlane testified (see above). In addition, the female head coaches for the females' varsity basketball teams also performed and were affected to a substantial extent by the same tasks and conditions. The applicable law and standards to be applied to the Findings are well established.

The ability and qualifications of the Complainants to perform the position of head coaches for the female varsity basketball teams, i.e., their skill were not an issue and not a factor in this matter, as stipulated to by legal counsel of the respective parties. Therefore, the focus of the Commission's attention is directed to the substantial equality of effort and responsibility.

The interpretive regulations for the Equal Pay Act contained in the Wage-Hour Administrator's Interpretive Bulletin, 29 CFR §800-0, et seq. defines the terms skill, effort, responsibility and working conditions. These regulations are expressly adopted by the Commission in the Guidelines on Discrimination

Because of Sex (B-1)

- "(1) It is considered a violation of the Act to differentiate in pay between men and women performing the same or substantially similar job. In order to avoid conflicts with the Federal Fair Labor Standards Act of 1938, the interpretations of the Administrator of the Wage and Hour Division of the United States Department of Labor (which administers the Equal Pay Act), the Commission will adopt their standards as to "equal pay for equal work" questions. (Pa. B. Doc. No. 70-703. Filed December 18, 1970, 9:00 AM; amended Pa. B. Doc. No. 71-2413, filed December 24, 1971, 9:00 AM).

Skill includes consideration of such factors as experience, training, education, and ability, and is measured in terms of the performance requirements of the job. 29 CFR §800, 125. Effort involves the measurement of the physical or mental exertion needed for the performance of a job. CFR §800-127. Responsibility concerns the degree of accountability required in the performance of the job with emphasis on the importance of the obligations 29 CFR §800-129.

Federal Court decisions applying the standard of "Equal Pay" as used in the Equal Pay Act, has not been determined to mean "identical". According to Hodgson v. City Stones, Inc., [SEPD 8634] 479 F. 2d 235, 238, (C.A. 5, 1973), in order to compare jobs for equal pay purposes it is sufficient if (1) the job duties are "closely related" or "very much alike"; (2) and such duties require substantially equal skill, effort and responsibility and are performed under similar working conditions.

Hodgson v. Miller Brewing Corp., [4 EPD ¶7691] 475 F. 2d 221;  
Hodgson v. Echnens Drug Co., [5 EPD ¶8452] 475 F. 2d 1041;  
Hodgson v. Corning Glass Works, [5 EPD [8453] 474 F. 2d 226;  
Corning Glass Works v. Brennan, [7 EPD ¶9374B] 454 F. 2d 490;  
Shultz v. American Can Company, [ ] EPD ¶10649] 424 F. 2d 356.

The alleged extra duties and conditions stated in defense have been found to be insubstantial in similar cases and does not make the work of the parties unequal. Hodgson v. Brookhaven General Hospital, 436 F. 2d 719 (5th Cir. 1970).

The logic expressed in Usery v. Dallas Independent School District, 13 EPD ¶7536 at p. 4676 is most appropriate. There the Court reasoned that no two jobs are identical, differences in duties respectfully assigned male and female employees must be evaluated as part of the entire job. If in the aggregate jobs require substantially similar skill, effort and responsibilities, the work will be held equal despite union variations.

Thus, the alleged additional duties of the male coaches or factors which do not substantially differ from the stated female coaches cannot override the Respondent's obligations to adhere to the provisions of §5(a), Supra. Nor can an employer frustrate the purpose of the Act by setting up conditions and duties requiring extra effort from male employees to justify higher wages for those persons.

The basic principals concerning necessary and indispensable parties clearly reject the contention that the Central Bucks Education Association is an indispensable party . The case

most frequently cited for these basic principals is Shields v. Bannon, 15 C. Ed. 158, U.S.S. Ct. (1854) and utilized by Pennsylvania Courts. For example, in Armstrong v. General Binding Corp., 50 D&C 2d 125, 128, the court defined indispensable party as one "so directly interested in the controversy that a final judgment cannot be entered without affecting his interest or a decree made in his absence could not determine the issues between the parties. Since the presence of the Central Bucks Education Association was unnecessary to provide the relief which Complainants requested against the Central Bucks School District, the Association clearly was not an indispensable party to the proceedings.

Neither can it be construed that Complainants have waived their rights to bring these complaints by being members of or having voted in the Union. No Pennsylvania State Courts have held in a sex discrimination action based on unequal wages for substantially similar work, that a union is an indispensable party merely because the wage rates at issue were established by a collective bargaining agreement the employer and the union whose members filed the action. The failure of the Commission to proceed against the union does not preclude Central Bucks from subsequently having adjudicated any issues between itself and union or bringing an action for contribution if such exists under the substantive laws of Pennsylvania. West v. Electric Traction Co., 200 Pa. 143, 49A. 891 (1901); Witherow v. Silvis, 32 D&C 2d 142 (1963).



Accordingly, the Commission has entered its ORDER holding the Respondent in violation of §5(a) of the Pennsylvania Human Relations Act, 43 P.C.S. §953(a), and has provided for remedies, which in its judgment will effectuate the purposes of the Act.

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CENTRAL BUCKS SCHOOL DISTRICT,  
Respondent

FINAL ORDER

AND NOW, this 26th day of October, 1978,

pursuant to §9 of the Pennsylvania Human Relations Act, as amended, the Pennsylvania Human Relations Commission hereby

O R D E R S:

1. Respondent shall immediately cease and desist from further discriminating on the basis of sex in the amount of salary paid to Complainants, Mary West, and Audrey Scanlon so that their salaries as female coaches are equal to the salaries of their male counterparts.

2. Respondent shall pay each Complainant separately and individually back pay in the amount of nine hundred and twenty-three dollars and forty-four cents (\$923.44) said amount

representing the differences between Complainants' salaries as female basketball coaches for the 1975-1976 and 1976-1977 school years and the coaching salaries of their male counterparts during the same period; plus simple interest at the rate of 6% per year calculated from the date said salaries were owing until the date such is paid to the respective Complainants.

3. Respondent shall, within thirty (30) days of the date of this Final Order, submit to the Pennsylvania Human Relations Commission notice and proof that the actions required by this Final Order have been complied with.

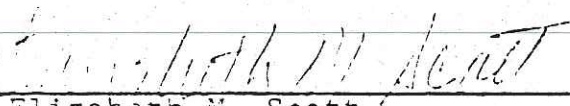
Pennsylvania Human Relations  
Commission

By

  
Joseph X. Yaffe, Esq.  
Chairperson

ATTEST:

By

  
Elizabeth M. Scott  
Secretary