

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

DENISE B. KNOCHE :
Complainant :
vs : Docket No. E-7078-D
ST. MORITZ BUILDING :
SERVICES, INC. :
Respondent :

CONCILIATION AGREEMENT

WHEREAS, on the 23rd day of April, 1974, a formal Complaint was filed before the Pennsylvania Human Relations Commission (hereinafter called the "Commission") against St. Moritz Building Services, Inc. (hereinafter called the "Respondent" whether singular or collective) by Denise B. Knoche (hereinafter called the "Complainant" whether singular or collective) alleging that the Respondent had violated Section 5 (a) of the Act of October 27, 1955, P.L. 744, more commonly known as the Pennsylvania Human Relations Act, Tit. 43, Pa. Stat. Ann. §§ 951 et seq., as amended (hereinafter called the "Act"), in that the Respondent committed or caused to be committed the acts or actions more specifically referred to as contained in Exhibit "A" which is attached hereto and incorporated herein as an integral part of this Agreement.

WHEREAS, the Commission has advised the Respondent formally after investigation that it has found probable cause to credit the allegations of Exhibit "A" which are contained in the aforementioned Complaint, to which the Respondent has objected as being unsupported in fact and/or law, and

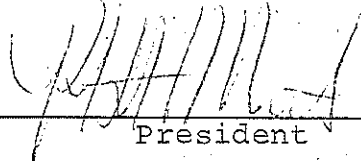
WHEREAS, the Commission and the Respondent, to avoid litigation, but without admission by the Respondent of any actions violative of the Act do hereby waive a Public Hearing under Section 9 of the Act and the Regulations promulgated by the Commission, and do hereby consent to the entry of this Conciliation Agreement as a Consent Order and Decree of the Commission.

This Consent Order and Decree shall have the full force of a Commission Order and Decree following a Public Hearing by the Commission and shall be enforceable as such under Section 10 of the Act. The waiver of said Public Hearing is made knowingly, understandingly and voluntarily with an unqualified intent to be legally bound hereby.

NOW, THEREFORE, the Respondent and the Commission do hereby agree to be legally bound as follows:

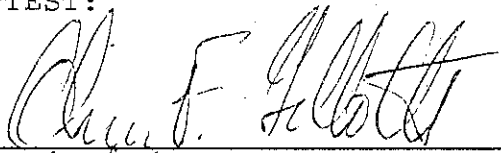
1. The foregoing preambles shall be included herein as fully set forth.
2. The Respondent admits the jurisdiction of the Commission in this matter and hereby waives all objections thereto.
3. All exhibits annexed hereto are to be incorporated into this Agreement as an integral part thereof.
4. The term "Respondent" as used in this Conciliation Agreement shall include the Respondent, its successors and assigns, agents, servants and employes, either and/or jointly and severally.
5. The execution and implementation of this Agreement shall in no manner or form constitute any waiver of powers and duties conferred upon the Commission, nor shall this Agreement be deemed as a declaration of policy or precedent by the Commission. This Agreement shall in no manner or form affect the intake, processing, adjudication and disposition of future complaints involving the Respondent, except that the Respondent may in the course of any proceedings refer to the same and to its performance thereunder to the extent relevant to such proceedings.
6. The Respondent shall fully comply with all of the provisions of the Act and the Regulations promulgated by the Commission and shall follow the terms of adjustment set forth in Exhibit "B."
7. It is expressly understood by the Respondent that any violation or infraction of the terms and conditions set forth herein by the Respondent, shall constitute a violation of an Order of the Commission pursuant to Section 11 of the Act.
8. The status of the relationship between the Complainant and the Respondent shall be subject to and defined by Exhibit "C" if attached hereto, and which in such event, is incorporated as an integral part of this Agreement.
9. If any portion of this Agreement; or the application thereof, to any person or circumstance, should for any reason be adjudged invalid, such judgment shall not affect, impair or invalidate the remaining portion of said Agreement.
10. The Commission and the Respondent enter into this Agreement with the intent to be legally bound hereby. This Agreement shall not become final and binding upon all parties until approved by the Commission and a Final Order is thereupon issued; and thereafter shall be binding upon and inure to the benefit of the parties hereto, their and each of their respective heirs, legal representatives, successors and assigns.

In Witness Whereof, the Respondent, being duly authorized so to do, has executed the foregoing on the day of _____, 19 ____.

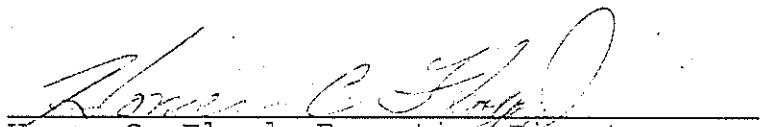


President

ATTEST:



Assistant Secretary



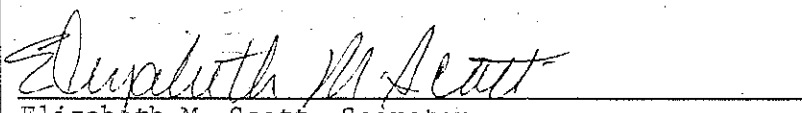
Homer C. Floyd, Executive Director
Pennsylvania Human Relations Commission

Approved and ratified at a meeting of the Pennsylvania Human Relations Commission on the 28th day of March, 1976.



Joseph X. Yaffe, Chairperson
Pennsylvania Human Relations Commission

ATTEST:



Elizabeth M. Scott, Secretary
Pennsylvania Human Relations Commission

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The Complainant, an adult female resident of Allegheny County alleges that the Respondent discharged her from employment as a Payroll Clerk because she was pregnant, in violation of Section 5 (a) of the Pennsylvania Human Relations Act of July 9, 1969, P.L. 133 as amended.

EXHIBIT "A"

COMMONWEALTH OF PENNSYLVANIA

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Respondent :

The Respondent agrees to the following terms of adjustment:

1. To compensate Complainant the sum of eight hundred dollars (\$800.00) less required tax withholdings under law.

2. To adopt and circulate among its salaried employes a written maternity leave policy which shall be in accordance with the requirements of Pennsylvania and Federal Laws and the Guidelines and Regulations promulgated thereunder. A copy of this policy shall be made part of this Exhibit "B" and of this Conciliation Agreement.

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA

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vs :
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SERVICES, INC. :
Respondent :

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that I, Denise B. Knoche, for and in consideration of the sum of \$ 800, less tax withholdings and upon the condition that Respondent will comply with all of the terms and conditions set forth in the Conciliation Agreement herein of which this is a part thereof do hereby remise, release and forever discharge St. Moritz Building Services, Inc., its successors and assigns of and from all and in all manner of actions and causes of actions arising from the transaction which is the subject matter of the Complaint filed with the Pennsylvania Human Relations Commission captioned and docketed as above, including any arising from any violations of the Pennsylvania Human Relations Act, Tit. 43 Pa. Stat. Ann. §§ 951 et seq., which I have ever had, now have, or which I or my heirs, executors, administrators, successors or assigns, or any of them, hereafter can, shall or may have.

IN WITNESS WHEREOF, I have executed the foregoing this fourth day of March, 19 76.

Denise B. Knoche
Complainant

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ SS:

On the _____ day of _____, 19____, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared the above named _____, known to me to be the person whose name is subscribed to the foregoing Release to be a free act and deed.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

EXHIBIT "C"

*Witnessed by Phillip B. Davidson
Human Relations Representative
March 7, 1976*

ST. MORITZ BUILDING SERVICES, INC

Effective immediately, the sick leave policy of St. Moritz Building Services, Inc. shall be that all salaried full-time office clerical personnel shall be entitled to three (3) paid sick days per year. Such "sick days" shall be defined as days upon which the employee is unable to report for work and perform his or her services for that day, as a result of illness or injury. Any employee unable to perform such services as a result of the effects of her pregnancy shall be considered within this classification.

Such sick pay shall not be accumulated, and in the event that any employee is terminated or terminates himself or herself, such sick pay shall not be paid if not previously used.

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 Respondent :
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FINAL ORDER AND DECREE

AND NOW, this 28th day of March, 1976,
upon consideration of the Conciliation Agreement submitted in the
above captioned case it is hereby ORDERED AND DECREED that said
Conciliation Agreement be entered into the official record of the
Pennsylvania Human Relations Commission as a Final Order, to
be given the same force and effect as if entered after a public
hearing.

BY Joseph X. Yaffe
JOSEPH X. YAFFE, CHAIRPERSON
PENNSYLVANIA HUMAN RELATIONS COMMISSION

BY Elizabeth M. Scott
Elizabeth M. Scott, Secretary
PENNSYLVANIA HUMAN RELATIONS COMMISSION