

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 employees, either and/or jointly and severally.

5. The execution and implementation of this Agreement shall in no manner or form constitute any waiver or 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."

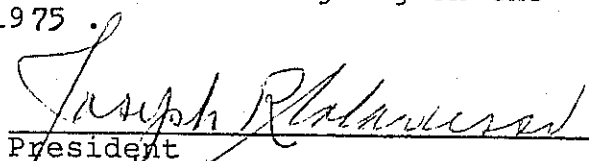
7. It is expressly understood by the Respondent that any violation or infraction of the terms and conditions set forth herein by the Respondent, shall constitute a violation of an Order of the Commission pursuant to Section 11 of the Act.

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 December 29, 1975.

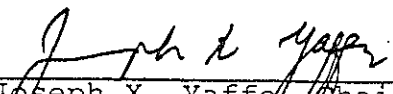

V. President

ATTEST:


Secretary & Treasurer

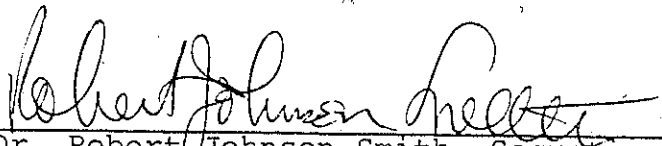

Homer C. Floyd, Executive Director
Pennsylvania Human Relations Commission

Approved and ratified at a meeting of the Pennsylvania
Human Relations Commission on the 23rd day of February
1976 .



Joseph X. Yaffe, Chairperson
Pennsylvania Human Relations Commission

ATTEST:



Dr. Robert Johnson Smith, Secretary
Pennsylvania Human Relations Commission

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION
GOVERNOR'S OFFICE

Martha A. Kupko,
Complainant

: Docket No. E-9314

:

:

vs.

:

:

Pomeroy's, Inc.,
Respondent

:

:

COMPLAINANT'S ALLEGATIONS

The Complainant alleges that beginning on and/or occurring on and/or beginning prior and continuing on or about/ to wit June 19, 1975, the Respondent's white male, Sales Promotion Manager, David K. Sees, discriminated against her because of her sex, female, by calling her to his office for her annual job performance review, and informing her that he would not recommend her for a pay raise on the basis of her pregnancy.

The Complainant further alleges that the Respondent's white male, Sales Promotion Manager's discriminatory dual standards for evaluating male and female employees of Respondent's Advertising Department on their annual job performance reviews, has disparate effects on pregnant female employees as a class of people, who are not recommended for pay raises, while male employees with various types of illnesses are recommended for pay raises.

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION
GOVERNOR'S OFFICE

Martha A. Kupko,
Complainant

: Docket No. E-9314

:

:

vs.

:

:

Pomeroy's, Inc.
Respondent

:

:

TERMS OF ADJUSTMENT

- 1). Respondent represents and warrants that Complainant was granted a wage increase of 27¢ per hour on August 5, 1975, effective August 4, 1975, at the same time as other employees in her department, while she was on pregnancy leave, increasing her hourly rate to \$4.52 per hour; and agrees that upon her return from such leave she shall be paid at the rate of \$4.52 per hour until such time as normal pay adjustments occur.
- 2). The Respondent agrees there shall be no discrimination or retaliation of any kind against the Complainant for having filed this Complaint with the Pennsylvania Human Relations Commission.
- 3). The Respondent further agrees that pregnancy will not be considered a condition for denial of merit increases, otherwise due employees, except that such increases will be granted employees disabled due to pregnancy in accord with standards applied to other employees who are temporarily disabled.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

GOVERNOR'S OFFICE

Martha A. Kupko,
Complainant

Docket No. E-9314

vs.

Pomeroy's, Inc.,
Respondent

RELEASE

Know all persons by these presents that upon the condition that Respondent(s) shall fully comply with all the terms of adjustment set forth in Exhibit "B" of this Agreement, I do hereby release and forever discharge Respondent(s) from all manner of actions and causes of action and all suits, debts, claims and demands whatsoever based upon the allegations set forth in Exhibit "A" of this Agreement, including the present action, except as described below: This release shall in no way discharge, release or absolve Respondent(s) from liability for any violation of Section 5(d) of the Act (relating to retaliation) which may occur after execution of this Agreement, nor in any way limit my rights to bring suits or actions or file Complaints based in whole or in part on any violation of the Act or other applicable law which may occur in the future; nor shall this release in any way limit my rights to seek additional relief for the acts complained of herein in a forum having jurisdiction and power to grant additional or greater relief.

Dated: December 5, 1975 Martha A. Kupko
Complainant

COMMONWEALTH OF PENNSYLVANIA)

SS:

COUNTY OF)

On the 5th day of December, 1975, the Complainant named above, Martha A. Kupko personally appeared before me. He/she is known to me or proved his/her identity as the person who signed this release. He/she acknowledged that the release was freely signed, with full understanding of its contents and legal effect, and solely for the consideration and upon the conditions expressed therein.

Witness my hand and seal the day and year written above.

[Signature]
Notary Public
NOTARY PUBLIC

My Commission Expires December 26, 1977
Harrisburg, Pa. Dauphin County

My Commission Expires

C O M M O N W E A L T H O F P E N N S Y L V A N I A

P E N N S Y L V A N I A H U M A N R E L A T I O N S C O M M I S S I O N

G O V E R N O R ' S O F F I C E

Martha A. Kupko,
Complainant

Docket No. E-9314

vs.

Pomeroy's, Inc.,
Respondent

FINAL ORDER AND DECREE

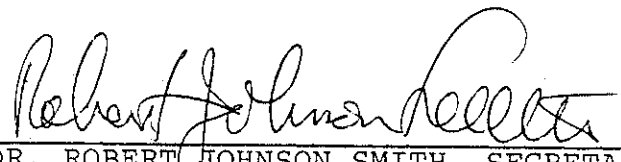
AND NOW, this 23rd day of February, 1976,
upon consideration of the Conciliation Agreement submitted in
the above captioned case it is hereby ORDERED AND DECREED that
said Conciliation Agreement be entered into the official record
of the Pennsylvania Human Relations Commission as a Final Order.

BY



JOSEPH X. YAFFE, CHAIRPERSON
PENNSYLVANIA HUMAN RELATIONS COMMISSION

ATTEST



DR. ROBERT JOHNSON SMITH, SECRETARY
PENNSYLVANIA HUMAN RELATIONS COMMISSION