

COMMONWEALTH OF PENNSYLVANIA  
EXECUTIVE OFFICES  
PENNSYLVANIA HUMAN RELATIONS COMMISSION

SARAH J. BOWMASTER,  
Complainant

v.

WILLIAMSBURG COMMUNITY  
SCHOOL DISTRICT,  
Respondent

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:  
: DOCKET NO. E-24780-D  
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STIPULATIONS

The following facts are admitted by all parties to the above-captioned case and no further proof thereof shall be required:

1. The Complainant herein is Sarah J. Bowmaster, an adult female, who resides at 723 West Third Street, Williamsburg, Pennsylvania 16693.
2. The Respondent herein is Williamsburg Community School District, located at West Third Street, Williamsburg, Pennsylvania 16693.
3. The Complainant, on or about February 9, 1983, filed a notarized complaint with the Pennsylvania Human Relations Commission at Docket No. E-24780-D. A copy of the formal complaint is attached hereto as Appendix "A" and is incorporated by reference herein as if fully set forth.

4. On February 22, 1983, Commission staff duly served all parties to this action with a copy of the Complaint described in item No. 3 above in a manner which satisfies the requisites of 1 Pa. Code 33.32. A copy of the certification of service is attached hereto as Appendix "B" and is incorporated by reference herein as fully set forth.

5. In correspondence, dated November 3, 1983, the Commission notified the Respondent that probable cause existed to credit the allegations contained in the above-captioned complaint. A copy of this correspondence is attached hereto as Appendix "C" and is incorporated by reference herein as if fully set forth.

6. Subsequent to the determination of probable cause, the Commission and the Respondent attempted to eliminate the alleged unlawful discriminatory practice through conference, conciliation and persuasion but were unable to do so.

7. The Complainant was initially employed by the Respondent as an Art/Instructional Aide from April 28, 1980 to September 14, 1980, under a CETA-PSE program that provided federal funds for 100% of the Complainant's wages.

8. On September 15, 1980, Complainant's position was changed to Cafeteria Clerk, still under the CETA-PSE program.

9. When all federal funding was withdrawn, Complainant was appointed to the position of Food Service Coordinator, effective <sup>Aug 24</sup> ~~September 12~~, 1981, by action of Respondent's school board.

10. Complainant's salary for the 1981-82 school year was based on the Union Contract pay scale for a full-time cafeteria secretary, step II at a rate of \$8,281.00 for 12 months.

11. On October 8, 1981, the Superintendent of Respondent School District, Dr. R. J. Krempasky, recommended that Complainant's salary be raised to \$9,000 for 12 months for the 1981-82 school year.

12. At its October 20, 1981 meeting, Respondent's school board voted to reduce the salary for the Food Service Coordinator to \$7,400 for 10 months for the 1981-82 school year subject to approval of the removal of Complainant's position from the Union bargaining unit. Ken Bowmaster was in attendance at that meeting.

13. Complainant's position remained in the Union bargaining unit during the 1981-82 school year.

14. On November 8, 1982, Respondent's school board and the Union filed a joint petition to remove Complainant's position of Cafeteria Secretary/Food Service Coordinator from the Union bargaining unit.

15. The above-mentioned petition was granted by the Pennsylvania Labor Relations Board on November 12, 1982, and became effective on or about December 1, 1982.

16. On January 18, 1983, Respondent's school board voted to set Complainant's salary at \$7,930 for 10 months for the 1982-83 school year, further designating that

Complainant be paid one-half of her new salary (\$3,964) for the remainder of the 1982-83 school year with the salary for the first half of the 1982-83 school year based on her previous rate of \$10,465 (\$5,238).

17. Although Complainant's position was removed from the Union bargaining unit, she was not offered or given "bump back" rights in the event her supervisory position should be eliminated.

18. Respondent consulted with two other school districts, inquiring as to the salaries of their cafeteria supervisors, in determining Complainant's new salary.

19. In January of 1980, Respondent's school board appointed Charles Black to the new position of Supervisor of Maintenance at an annual salary of \$9,000 pro rated for actual days worked through June 30, 1980.

20. In January of 1980, Respondent's school board appointed Ellis Frye to the new position of Supervisor of Custodial Operations at an annual salary of \$11,000, to be prorated for actual days worked through June 30, 1980.

21. Both Charles Black and Ellis Frye were given "bump back" rights in the event their supervisory position should be eliminated.

22. During 1980, Respondent petitioned the Pennsylvania Labor Relations Board to remove the positions of Supervisor of Custodial Services and Supervisor of Maintenance from the bargaining unit, said petition being granted on January 28, 1981.

23. On August 17, 1982, Respondent's school board appointed Phillip Lynn to a new position, Bus Mechanic/Supervisor at a salary for the 1982-83 school year of \$13,200 annually.

24. Charles Black, Supervisor of Maintenance, received a salary for the 1982-83 school year of \$13,000 annually.

25. On January 1, 1982, Ellis Frye retired and the position held by him, Supervisor of Custodial Services, was ~~terminated~~. *Merged w/ "supervisor of maintenance"*

26. The Stipulations of Fact, together with all appendices, and the witness lists and exhibits of each party will be incorporated into a Pre-Hearing Order will become a part of the official record of this case and will be incorporated into the transcript prepared during the course of any subsequent public hearing held in this matter.

*Jolene Grubb Kopriva*  
\_\_\_\_\_  
Jolene Grubb Kopriva  
Patterson, Evey, Rouch,  
Black, Dorezas & Magee  
Counsel for Respondent

*Ellen K. Barry*  
\_\_\_\_\_  
Ellen K. Barry  
Counsel for the Complainant  
on behalf of the Commission

COMMONWEALTH OF PENNSYLVANIA

PENNSYLVANIA HUMAN RELATIONS COMMISSION

SARAH J. BOWMASTER, :  
Complainant :  
V. : DOCKET NO. E-24780D  
WILLIAMSBURG COMMUNITY SCHOOL :  
DISTRICT, :  
Respondent :

FINDINGS OF FACT\*

1. Complainant's duties as cafeteria clerk during the 1980-81 school year included serving as cashier during lunch, counting money, handling the cafeteria's books, and making deposits to the cafeteria's accounts. (N. T. 13)

2. In November of 1981, Complainant received a letter from the president of the school board, thanking her for doing a "splendid job". (N.T. 26; C.E. 14)

3. In August of 1982, Complainant received a commendation from the Acting Superintendent of Schools. (N.T. 28; C.E. 18)

4. Respondent did not set a salary for Complainant for the 1982-83 school year, but continued to pay her according to the union contract, at the rate of \$10,465 annually. (N.T. 27, 28; C.E. 16, 17, 12)

\*Explanations of Abbreviations:

C.E. - Complainant's Exhibit  
R.E. - Respondent's Exhibit  
N.T. - Notes of Testimony  
K.D. - Krempasky Deposition

The foregoing stipulations are hereby incorporated herein as if fully set forth.  
To the extent that the opinion which follows recites facts not here set forth, they shall be considered additional findings of fact.

5. John Shaffer promptly acted to have Complainant removed from the bargaining unit after he became Superintendent of Schools in October of 1981. (N.T. 275 - 279)

6. Charles Black's salary was raised from \$6,610 to \$9,000 when he became Supervisor of Maintenance in January of 1980, following his removal from the bargaining unit. (N.T. 293; R.E. 7)

7. Ellis Frye's salary was raised from \$9,733 to \$11,000 when he became Supervisor of Custodians in January of 1980, following his removal from the bargaining unit. (N.T. 293; R.E. 7)

8. The promotions of Mr. Frye and Mr. Black were part of a reorganization undertaken by Respondent to remove "operations" employees from the direct supervision of the principals. (K.D. 8 - 9)

9. It was known by the board at the time of Mr. Frye's promotion that he intended to retire the following year. (K.D. 10, 30)

10. Mr. Black did not receive a raise in January of 1982 when his position was expanded to include the duties formerly performed by Mr. Frye. (N.T. 293; R.E. 7)

11. The salaries of Mr. Black, Mr. Frye, and Ms. Bowmaster were not determined by their responsibilities after their removal from the bargaining units. (K.D. 30, N.T. 293)

12. Mr. Black's responsibilities as Supervisor of Maintenance were more complex than those of Mr. Frye as Supervisor of Custodians. (N.T. 380 - 427)

13. Philip Linn's primary responsibility was maintenance of Respondent's bus fleet and oversight of transportation of students. (N.T. 206 - 9; C.E. 33)

14. Both Mr. Linn and Mr. Black were on call evenings and weekends. (N. T. 210 - 11, 407 - 8)

15. Both Mr. Black and Mr. Linn had twelve month jobs; Complainant's (as Food Service Coordinator) was ten months. (S.F. 16; N.T. 208, 387)

16. Ms. Bowmaster was not on call on nights or weekends. (N.T. 191 - 2)

17. Ms. Bowmaster has been employed by the Juniata School District since August of 1984; her 1984-85 salary was \$9,300. (N.T. 142)

18. Had Ms. Bowmaster continued to receive from Respondent the amounts set in the union contract for the full time secretary position (as she did for the 1981-82 school year and the first part of the 1982-83 school year), she would have earned \$11,193 for 1983-84 and \$12,376 for 1984-85. (C.E. 12)

19. Other than her Juniata salary, Ms. Bowmaster's interim earnings were \$460 in calendar year 1983 and \$1,662.50 in calendar year 1984. (C.E. 29, 30; N.T. 141 - 2)



CONCLUSIONS OF LAW

1. Complainant Sarah Bowmaster is an individual within the meaning of the Pennsylvania Human Relations Act ("Act").

2. Respondent Williamsburg Community School District is an employer within the meaning of the Act.

3. The Pennsylvania Human Relations Commission ("Commission") has jurisdiction over the parties and subject matter of this case.

4. The parties and the Commission have fully complied with the procedural prerequisites to a public hearing in this case.

5. Complainant has established a prima facie case of discrimination under a "standard" different treatment theory by proof that: she belongs to a protected class; her salary was substantially lowered when her position was removed from the bargaining unit; and male employees whose positions were removed from the bargaining unit were given salary increases.

6. Respondent has failed to offer a legitimate, nondiscriminatory reason for lowering Complainant's salary when similarly situated males received raises.

7. Complainant has failed to demonstrate that her duties were substantially equal to those of Philip Linn and Charles Black.

8. Complainant was constructively discharged by Respondent from the position of Food Service Coordinator.

9. Prevailing Complainants are entitled to relief which includes backpay with interest.

OPINION

This case began with a complaint filed by Sarah J. Bowmaster ("Complainant") against the Williamsburg Community School District ("Respondent", "WCSD") with the Pennsylvania Human Relations Commission ("Commission") on or about February 9, 1983, at Docket No. E-24780. Ms. Bowmaster alleged that the Respondent violated Section 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 paying her less than male supervisors and decreasing her salary, forcing her to resign, because of her sex, female. Commission staff conducted an investigation into the allegations and found probable cause to credit Ms. Bowmaster's claim of discrimination. The parties then attempted to resolve the situation through conference, conciliation and persuasion, but were unable to do so. The case was approved for public hearing, and was heard on December 13 and 14, 1984 in Hollidaysburg, Pennsylvania before Commissioners Leader, Scott, and Clark.

Ms. Bowmaster began her employment with the Williamsburg Community School District in April of 1980, under a federally funded CETA (Comprehensive Employment Training Act) program. She began as an instructional aide, earning \$3.76 hourly. During the summer she performed secretarial duties. In September of 1980, still earning \$3.76 an hour and still CETA funded, she became cafeteria clerk. Her duties included serving as cashier, by collecting the payments of students coming through the lunch line. She counted money, handled book work, and made necessary deposits.

During that 1980-81 school year, in March of 1981, there was a change in the source (though not the amount) of Complainant's salary. As of that date her CETA funding ceased. With no lapse, her salary was then paid half by the school district, half by the Southern Alleghenies Planning and Development Commission through an on the job training program (OJT).

In August of 1981, Ms. Bowmaster was hired by the school district into a position fully funded by the district, that of Food Service Coordinator, a ten month position. A number of significant events occurred in connection with this appointment. The school board, while approving Complainant's appointment, did not approve the \$9000 annual salary proposed for the position by the then Superintendent of Schools, Dr. Krempasky. Complainant's salary was instead set at \$8281, an amount determined by the union contract, under which she was designated as secretary full time. At the same (August, 1981) meeting at which it approved her appointment, the school board directed Dr. Krempasky to petition the Pennsylvania Labor Relations Board (PLRB) to have the Food Service Coordinator position removed from the bargaining unit.

At its October, 1981 meeting, apparently still concerned about Complainant's salary, the board voted to set her wage at \$7400 for the 1981-82 school year, subject to PLRB approval of removal of the position from the bargaining unit. No such removal was undertaken during the 1981-82 school year, however, and Complainant continued to be paid at the annual rate of \$8281. During this period she received in November of 1981 a letter from the President of the school board, thanking her for the "splendid job" she was doing. In August of 1982, she received a letter from the Acting Superintendent (Dr. Krempasky having by then resigned), commending her for a job well done.

Meantime, at its June, 1982 meeting, the school board approved salaries for non-bargaining unit personnel. A question mark appeared in lieu of a salary figure after Ms. Bowmaster's name. In a June 28, 1982 memo to her, Dr. Krempasky informed Complainant that her salary for the 1982-83 school year would be set by the union contract. She began that school year earning \$10,465.

John Shaffer became Williamsburg's Superintendent of School in October of 1982, and rather promptly acted to have Ms. Bowmaster's position removed from the bargaining unit. Removal was accomplished by November or December of 1982, leaving the board unconstrained by a union contract and feeling free to set Complainant's salary at any level it chose.

The board lost little time in doing so. At its January, 1983 meeting, the board voted to set Ms. Bowmaster's salary for the 1982-83 school year at \$7930 for ten months. The motion acknowledged that she had been earning substantially more than that only by specifying that her 1982-83 salary would in actuality be half of \$10,465 and half of \$7930. Ms. Bowmaster was present. When permitted to speak she appealed to the board to rescind its action. It ruled her out of order. She resigned.

Complainant argues that Respondent's treatment of her was unlawfully discriminatory under each of two distinct theories. First, she argues "standard" disparate treatment in the lowering of her salary upon removal from the bargaining unit when certain specified male employees received raises when they were removed from bargaining units. Second, she argues discrimination under an equal pay theory, claiming that her duties were substantially equal to those performed by more highly paid males. We will consider her claims separately.

Complainant (under either theory) bears the initial burden of making out a prima facie case. McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973); General Electric Corp. v. Pennsylvania Human Relations Commission, 469 Pa. 202, 265 A.2d 649 (1976). In this case under her first theory she may do so by proving that she belongs to a protected class and suffered an adverse employment action which persons not of the protected class but in other ways similar did not suffer. See Reed v. Miller Printing Equipment Division, 75

Pa. Cmwlth. 360, 462 A.2d 292 (1983). We find that Complainant has met this burden. She is protected by the Act from discrimination based on her sex; she suffered a substantial pay cut upon her removal from the bargaining unit; two male employees of the school district who were removed from their bargaining units and placed in supervisory positions received, not salary cuts, but fair-sized increases. (A full discussion of the males' situations appears below.)

Complainant having established a prima facie case, the burden shifts to Respondent to articulate a legitimate, nondiscriminatory reason for its conduct. Texas Department of Community Affairs v. Burdine, 450 U.S. 248 (1980); Caterpillar Tractor Co. v. Pennsylvania Human Relations Commission, 466 A.2d 1129 (1983).

Respondent argues in essence that Complainant's salary was set at a lower level because her responsibilities were less than those of the males with whom she compares herself. As noted, Complainant proceeds under two theories. In so doing she compares herself with two overlapping groups of males. Resolution of her first claim requires comparison with the situations of the males whose salaries were increased when they were removed from their bargaining units, Ellis Frye and Charles Black.

The testimony of former Superintendent Krempasky, whose deposition was admitted to the record in lieu of testimony, established without contradiction that both Mr. Frye and Mr. Black were given supervisory positions as part of a reorganization in the district. The purpose was to take workers such as custodians away from the supervision of the principals and place them under a direct supervisor who would in turn report to top administration. To this end two positions were created: Mr. Frey was made supervisor of custodians, Mr. Black, supervisor of maintenance. Both appointments were made during the

1979-80 school year, both required removal of a position from the bargaining unit, and both resulted in a substantial pay increase: Mr. Black's salary went from \$6,610 to \$9,000, Mr. Frye's from \$9,733 to \$11,000. At the time of Mr. Frye's promotion, it was known that he planned to retire the following year. He did so midway through the 1980-81 school year, and his position was consolidated with Mr. Black's, making Mr. Black supervisor of both custodians and maintenance. Mr. Black did not receive a salary increase when this occurred.

Dr. Krempasky testified without contradiction that Mr. Frye was promoted and given a salary increase for reasons having little to do with either his responsibilities or his ability to discharge them:

Q You indicated with Ellis Frye that he was moved up to a supervisory position because he had been a long-term employee for 20 years or plus. Are you indicating that although he wasn't qualified, they just couldn't put someone else above him when he had such seniority there?

A My recollection of that situation, that would be true.

(Krempasky Deposition p. 30)

Thus, while Respondent argues that the respective salaries of Ms. Bowmaster, Mr. Frye, and Mr. Black were a function of their responsibilities, the record shows quite clearly that this was not the case. Mr. Frye's promotion and increase were a function of his longevity with the district; the addition of his duties to those of Mr. Black did not result in a raise for Mr. Black. In neither case was salary a function of responsibilities.

Further, a close review of the record persuades us that Mr. Black's responsibilities as supervisor of maintenance were far more complex than those of the more highly paid supervisor of custodians. The latter position required supervision and scheduling of the workers who cleaned the district's buildings. The supervisor of maintenance also supervised a number of workers,

but with a far greater variety of areas of responsibility. Mr. Black testified without contradiction that he and his workers performed tasks which included painting, pipefitting, woodwork, furniture building, roofing, plumbing, elementary electrical work and elevator repair, snow removal, lawn and playing field maintenance, repairing steam boilers, conducting an energy audit, making the improvements suggested by that audit, and designing and building a physical fitness trail on the school's grounds. For all of this he was paid less than the supervisor in charge of the single task of cleaning.

In summary, while Respondent argues that it set the salaries of Mr. Frye, Mr. Black and Ms. Bowmaster to reflect their responsibilities, the facts show that this was not the case. Longevity with the district appeared to be worth more than an extremely varied and challenging assignment; the salary for two jobs combined was less than that originally set for the simpler of those two jobs. We therefore find that Respondent has failed to show that the legitimate, nondiscriminatory factor of quantity of responsibility was used to determine the salaries of Mr. Frye, Mr. Black and Ms. Bowmaster. Her prima facie case stands un rebutted, and we conclude that her salary upon leaving the bargaining unit was reduced because of her sex, female, in violation of the Act.

As noted, Complainant also argues a violation of the Act under an equal pay theory. She argues that her responsibilities, while not identical, were substantially equal to those of more highly paid males. She points specifically to Charles Black, whose responsibilities have already been briefly described, and to Philip Linn, hired by Respondent in August of 1982 as supervisor of transportation at a salary of \$13,200.

There can be no question that the Act encompasses equal pay claims. McKeesport Area School District v. Pennsylvania Human Relations Commission,

Pa. Cmwlth, 399 A.2d 458 (1979). Complainant to establish a prima facie case must show that she performed the same or substantially the same duties as more highly paid males; though not set out in the Act, the federal Equal Pay Act factors of skill, effort, responsibility, and working conditions provide a useful framework for this inquiry. See 29 U.S.C. §206(d)(1) (1976); Thompson v. Sawyer, 678 F. 2d 257 (D.C. Cir. 1982).

Mr. Linn testified credibly that an average day for him began at roughly six a.m. and ended at four-thirty p.m. His responsibilities included daily inspection of the buses, supervision of five regular and five substitute bus drivers, setting the drivers' schedules for regular school days and evening athletic events, and performing essentially all necessary maintenance and repairs on the district's fleet of seven aging buses. On occasion he had to travel as far as fifty or sixty miles at night in order to repair a bus which had broken down on the road. His was a twelve month job, with the summer months devoted entirely to repairs and maintenance of the buses.

In addition to the areas of responsibility enumerated above, Mr. Black supervised six or seven regular employees on a regular basis, and up to 15 CETA workers and 15 student workers for shorter periods; he also trained and supervised a number of substitutes. Like Mr. Linn he worked a twelve month year, and was on call outside his regular work time to attend to matters such as burst water pipes and broken windows.

Ms. Bowmaster testified that she supervised six regular employees and two business students. Her day began at eight or eight-thirty in the morning and ended at around four; while she regularly took work home, she was not on call and did not come in to work on nights or weekends. Her duties included ordering food, planning menus, serving as cashier at lunch, keeping track daily of the numbers of students receiving two levels of state and federal subsidies, applying for those subsidies, keeping accounts and paying bills



for the cafeteria, keeping inventory, and overseeing the district's participation in the surplus commodities program.

The duties of Mr. Black, Mr. Linn and Ms. Bowmaster are not in our view substantially equal. Each required a distinct area of expertise, and was performed under very different conditions. Ms. Bowmaster worked in her office and the cafeteria, performing a range of duties which might best be characterized as administrative. Mr. Linn repaired buses in a garage and occasionally on the road. Mr. Black performed a wide variety of mechanical tasks in every part of the district's physical plant. The hours worked and numbers of people supervised were not even approximately the same. In short, this is not a case where the compared jobs are identical in essence, with variation in minor areas. The three positions in question here had, on the contrary, little in common. We therefore conclude that Complainant has failed to establish that she is entitled to recover under an equal pay theory. We turn to consideration of appropriate relief under the theory previously established.

Following a finding of discrimination, we are empowered by Section 9 of the Act to award relief, including backpay, which will effectuate the Act's purposes. Backpay relief need not, and often cannot, be mathematically precise. Its overriding purpose is to restore the victims of discrimination to the positions they would have held absent the acts found unlawful.

Complainant argues and we agree that Respondent constructively discharged her by so greatly reducing her salary in January of 1983. In Equal Employment Opportunity Commission v. Hay Associates, 545 F. Supp. 1064 (E.D. Pa. 1982), constructive discharge was found in spite of the employer's "civil, business-like, gentlemanly" treatment of the plaintiff where her advancement was prevented because of the employer's bias. In general, constructive discharge may be found where working conditions are so difficult or unpleasant that a

reasonable employee would feel forced to resign. Bourque v. Powell Electrical Manufacturing Co., 617 F.2d 61 (5th Cir. 1980). We find that to have been the case for Ms. Bowmaster.

Ms. Bowmaster does not seek a position in the Williamsburg Community School District; since late August of 1984 she has been employed by the Juniata Valley School District. She seeks backpay for wages lost between January of 1983 and August of 1984, less interim earnings and Unemployment Compensation. She also seeks a continuing award of front pay for an indefinite period, until her Juniata wages catch up with those which she should have been paid at Williamsburg.

Pennsylvania courts have allowed us wide discretion in fashioning backpay remedies. Murphy v. Cmwlth., Pennsylvania Human Relations Commission, 486 A.2d 388 (1985). In this case we find that a reasonable standard for the wages Complainant should have received was established by the wage she was actually being paid under the union contract until January of 1983, and by the subsequent increments set by later contracts. Although Complainant has asked for future relief, we find that the purposes of the Act will be better served in this situation by cutting off relief at the conclusion of the 1984-85 school year. This decision is influenced by the limited means of the district, the fact that Complainant is apparently satisfied with her current employment, and the completely open-ended nature of the relief sought. We also decline in this case to deduct amounts received in Unemployment Compensation benefits, Craig v. Y & Y Snacks, Inc., a/k/a Popcorn Supply Co., 721 F. 2d 77 (3rd Cir. 1983), and order interest to be paid at the rate of six percent per annum on all amounts owed under the terms of the final order which follows. Goetz v. Norristown Area School District, 16 Pa. Cmwlth. 389, 328 A. 2d 579 (1974).

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION

SARAH J. BOWMASTER,  
Complainant

V.

WILLIAMSBURG COMMUNITY SCHOOL  
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RECOMMENDATION OF HEARING PANEL

Upon consideration of the entire record in this case, the Hearing Panel concludes that the Respondent violated Section 5 of the Pennsylvania Human Relations Act, and therefore recommends that the foregoing findings of fact, conclusions of law and opinion be adopted and ratified by the full Pennsylvania Human Relations Commission, pursuant to Section 9 of the Act.

August 26, 1985

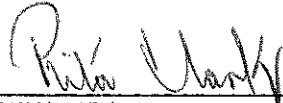
DATE



ELIZABETH M. SCOTT  
CHAIRPERSON, HEARING PANEL

August 26, 1985

DATE



RITA CLARK  
HEARING COMMISSIONER

August 26, 1985

DATE



DORIS M. LEADER  
HEARING COMMISSIONER

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION

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FINAL ORDER

AND NOW, this 28th day of August, 1985, the Pennsylvania Human Relations Commission hereby adopts the foregoing Findings of Fact, Conclusions of Law, and Opinion, in accordance with the recommendation of the Hearing Panel, pursuant to Section 9 of the Pennsylvania Human Relations Act, and therefore

O R D E R S:

1. Respondent shall cease and desist from discriminating on the basis of sex;
2. Respondent shall pay to Complainant the lump sum of \$17,379.00 within thirty (30) days of the effective date of this order, representing the amount she should have earned between January, 1983 and June, 1985 but for Respondent's discriminatory conduct, calculated as follows:
  - a. For the balance of the 1982-83 school year, she should have earned \$5,232.50, half of the \$10,829 salary set by contract for her for that year.
  - b. For the 1983-84 school year, she should have earned \$11,193 as set by contract for that year.

c. For the 1984-85 school year, she should have earned \$12,376.00 as set by contract for that year.

d. From the total of the amounts in 2(a), 2(b) and 2(c) above her actual earnings of \$460 in 1983, \$1,662.50 in 1984, and \$9,300 for the 1984-85 school term shall be deducted.

3. Respondent shall pay to Complainant interest of six percent per annum on the lump sum awarded in paragraph 2 above.

4. Within thirty (30) days of the effective date of this order, Respondent shall report to the Commission on the manner of its compliance with the terms of this order by letter addressed to Ellen Barry, Esquire in the Commission's Harrisburg Regional Office.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

BY:

Doris M. Leader  
DORIS M. LEADER  
VICE-CHAIRPERSON

ATTEST:

Elizabeth M. Scott  
ELIZABETH M. SCOTT  
SECRETARY