

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION**

**MARILYN McINTIRE SWOPE, Complainant**

**v.**

**PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE, CRESSON/ALTOONA  
CENTER, Respondent**

**Docket No. E-22047D**

**FINDINGS OF FACT**

**CONCLUSIONS OF LAW**

**OPINION**

**RECOMMENDATION OF PRESIDING OFFICER**

**ORDER**

**FINDINGS OF FACT**

To the extent the Conclusions of Law or Opinion which follow include necessary findings of fact in addition to those in this section, such findings shall be considered to have been included herein. The following abbreviations have been utilized for reference purposes:

N. T.      Notes of Testimony  
C.E        Complainant's Exhibit  
R.E.        Respondent's Exhibit

1. On or about January 25, 1982, Marilyn McIntire Swope (Complainant) filed a complaint with the Pennsylvania Human Relations Commission against the Pennsylvania Department of Public Welfare, Cresson/Altoona Center (Respondent), at Docket No. E-22047. (Complaint).
2. The parties to Swope's complaint entered into a Conciliation Agreement, which settled the complaint, on or about July 29, 1982. (C.E.2).
3. The Commission entered the Conciliation Agreement as a Consent Order on September 3, 1982. (C.E. 2).

4. All procedural prerequisites to the convening of the hearing in this matter have been satisfied.
5. The Terms of Settlement set forth in the Conciliation Agreement provide:

The Respondent agrees to equalize the workload for male and female Mental Health Retardation Aides in the following manner:

- (1) Whenever on-duty staffing patterns result in a clear inequity of workload, the workload shall be equalized among all aides, male and female, including the assignment of all required duties regarding female residents to male aides.
  - (2) Whenever shortages of personnel occur due to emergency absences, the resultant workload shall be equalized among all aides, male and female.
  - (3) Duties previously assigned on a "floor" basis shall be equalized among all aides, male and female. (C.E. 2 at Appendix "B").
6. Under paragraph (1) of the Terms of Settlement, Respondent is required to assign all required duties regarding female residents to male aides whenever a clear inequity of workload arises.
  7. The Conciliation Agreement is unambiguous concerning the requirement that all required duties regarding female residents be assigned to male aides as part of the equalization of work requirement in paragraph (1) of the Terms of Settlement.
  8. Altoona Center is an intermediate care facility for mentally retarded individuals. (N.T. 491).
  9. The residents at Altoona Center are all severely and profoundly retarded. (N.T. 491).
  10. People who are severely retarded have functional levels of three to five year olds. (N.T. 491).
  11. People who are profoundly retarded have functional levels of one to three year olds. (N.T. 491-2).
  12. Respondent has a written policy entitled "Assignment of Facility Staff-Personal Hygiene Care of Female Clients-Altoona Center Policy" ("Altoona Center Policy"). (C.E. 3).
  13. The Altoona Center Policy was developed and implemented by the Pennsylvania Office of Mental Retardation in early 1983. (N.T. 332, 337).
  14. The Altoona Center Policy allows male aides to assist female aides in the lifting, positioning, and bracing associated with bathing, toileting, changing of menstrual pads and similar hygiene activities regarding female residents, and in all dressing activities regarding female residents except putting on or taking off bras and underpants or diapers. (C.E. 3).
  15. Male aides assist female aides in the lifting, positioning, and bracing associated with bathing, toileting, changing of menstrual pads and similar hygiene activities regarding female residents, and in all dressing activities regarding female residents except putting on or taking off bras and underpants or diapers. (N.T. 33, 89, 239, 246, 259, 277-8, 306, 391).
  16. The Altoona Center Policy prohibits male aides from assisting in any other, hands-on activities regarding the bathing, toileting, changing of menstrual pads and similar hygiene activities of female residents. (C.E. 3).

17. While assisting female aides under the Altoona Center Policy, male aides may have nothing in particular to do, because they may not perform the hands-on, personal hygiene activities regarding female residents. (N.T. 280, 309, 326).
18. The Altoona Center Policy is intended to minimize the opportunity for hands-on contact between male aides and undressed female residents. (N.T. 339-40).
19. The Altoona Center Policy was developed because two residents at Ebensburg Center became pregnant in November or December, 1982, and the Office of Mental Retardation believed they might have been raped by employees at the Center. (N.T. 333-4, 339).
20. The Pennsylvania State Police and Ebensburg Center conducted investigations into the pregnancies at Ebensburg Center. (N.T. 333-4).
21. The State Police failed to find sufficient evidence of guilt to make any arrests. (N.T. 333-4).
22. Ebensburg Center failed to find sufficient evidence of guilt to merit imposing discipline, of any sort, on any male employee at Ebensburg Center. (N.T. 349-50, 356).
23. The Altoona Center Policy was instituted to reduce the possibility of female residents becoming pregnant. (N.T. 340-42, 353).
24. Altoona Center residents have the right to be sexually active, so long as they are consenting. (N.T. 348).
25. A male staff member may transport a female resident to her bedroom, where he may be alone with her. (N.T. 430).
26. While being transported to her bedroom, a female resident may be clad in little more than underpants or diapers. (N.T. 430-3).
27. There is no policy restricting female aides from hands-on contact with undressed male residents while performing personal hygiene activities, or otherwise. (N.T. 55, 340-1, 353).
28. There is no restriction on female aides performing hands-on duties with undressed male residents because males cannot become pregnant. (N.T. 340-1, 353).
29. It is possible for female aides to sexually assault male residents. (N.T. 354-5).
30. A sexual assault by a male aide against a female resident is unlikely to occur if another aide is present. (N.T.342).

### **CONCLUSIONS OF LAW**

1. The Conciliation Agreement in this case is a contract to which general principles of contract law apply.
2. Section 42.73 of the Commission's Special Rules of Administrative Practice and Procedure ("Special Rules"), 16 Pa. Code §42.73, authorizes the Commission to enforce Conciliation Agreements such as the one in this case.
3. Section 42.73 of the Special Rules allows the Commission to take whatever action it deems necessary or appropriate, as justice may require.
4. The Conciliation Agreement is unambiguous concerning the requirement that all required duties regarding female residents at Altoona Center be assigned to male mental health retardation aides as part of the equalization of work requirement in paragraph (1) of the Terms of Settlement.
5. Respondent's Altoona Center Policy violates the terms of the Conciliation Agreement by prohibiting male aides from performing all required duties regarding female residents whenever equalization of workload is required.

6. Respondent's reason for instituting and enforcing its Altoona Center Policy is not sufficient to allow it to breach the Conciliation Agreement as it regards the assignment to male aides of all required duties regarding female residents.
7. Justice does not require that the Commission refuse to enforce the unambiguous provision of the Conciliation Agreement, mandating the assignment of all required duties regarding female residents to male aides, as part of the equalization of work requirement in paragraph 1 of the Terms of Settlement therein.
8. Complainant has proven that a breach of the Conciliation Agreement has occurred as a result of Respondent's adherence to the Altoona Center Policy.
9. Justice requires that the Commission enforce the Conciliation Agreement by requiring Respondent to assign male aides all of the required duties regarding female residents, as set forth in the Conciliation Agreement, including those duties prohibited under the Altoona Center Policy.
10. All procedural prerequisites to the convening of the hearing in this matter have been satisfied.

## **OPINION**

### **I. History of the Case**

This matter arises on a Petition for Reconsideration of Adjustment filed with the Pennsylvania Human Relations Commission ("Commission") by Marilyn McIntire Swope ("Complainant"). The Petition was filed pursuant to Section 42.73 of the Commission's Special Rules of Administrative Practice and Procedure ("Special Rules"), 16 Pa. Code §42.73. The Petition alleged a breach of a Conciliation Agreement, which had been entered into by the parties on or about July 29, 1982, and entered as a Consent Order by the Commission on September 3, 1982. The Conciliation Agreement and Consent Order (hereinafter referred to singly as "Conciliation Agreement") settled three complaints against the Pennsylvania Department of Public Welfare, Cresson Center ("Respondent"). The Complainants in the three cases are, respectively, Marilyn M. McIntire (now Swope), at Docket No. E-22047, Margaret M. Knee, at Docket No. E-21944, and Nancy D. Stevens, at Docket No. E-21958.

Upon consideration of Complainant's Petition, the Commission determined that sufficient evidence of breach had been presented to merit a hearing on the issue. Respondent was notified of this determination and a hearing was held before Presiding Officer Michael M. Smith.

### **II. Analysis**

This case involves the interpretation of a Conciliation Agreement between Complainant and Respondent. Complainant is a female Mental Health Retardation Aide at Respondent's Altoona Center facility. Altoona Center cares for severely and profoundly retarded residents, who have functional ages of between one and five years old. Both male and female aides are employed in the care of these residents.

The terms of the Conciliation Agreement provide, in pertinent part, that:

The Respondent agrees to equalize the workload for male and female Mental Health Retardation Aides in the following manner:

- (1) Whenever on-duty staffing patterns result in a clear inequity of workload, the workload shall be equalized among all aides, male and female, including the assignment of all required duties regarding female residents to male aides.
- (2) Whenever shortages of personnel occur due to emergency absences, the resultant workload shall be equalized among all aides, male and female.
- (3) Duties previously assigned on a "floor" basis shall be equalized among all aides, male and female. (C.E. 2 at Appendix "B").

Complainant alleges that Respondent has breached these terms by its failure to assign "all required duties regarding female residents to male aides" whenever there is a "clear inequity of workload" between male and female aides, as specified in paragraph (1) of the Terms of Settlement. See Complainant's Brief at 29. Complainant requests that the Agreement be enforced, and that the Commission issue an appropriate enforcement order. Id. at 42.

Respondent admits that it has a policy prohibiting male aides from performing certain duties involving female clients. See Respondent's Proposed Findings of Fact Nos. 3-5, 11-12, 52-3. This policy has been reduced to writing, and lists a number of personal hygiene activities which may only be performed by female aides. (C.E. 3). Respondent denies, however, that paragraph (1) of the Conciliation Agreement requires absolute equality of duties regarding female residents. Respondent argues that the obligation to equalize work is "stated in only the most general terms", Respondent's Brief at 15, and that the focus of inquiry must be on the process by which work is equalized, rather than on whether the work of male aides is identical, or even comparable, to that of female aides. See id. at 7-8. Respondent further argues that the work is being equalized, according to this standard, and denies that it is in breach of the Agreement. Id. at 15-16.

A Commission Conciliation Agreement is a contract between the parties, to which general principles of contract law apply. See Pennsylvania Human Relations Commission v. Ammon K. Graybill, Jr., Inc., Real Estate, 482 Pa. 143, 393 A.2d 420(1978); Mechensky v. Com., Pennsylvania Human Relations Commission, 134 Pa. Cmwlth. 192, 578 A.2d 589(1990). See also International Organization Master, Mates and Pilots of America. Local No.2. etc., et al. v. International Organization Masters. Mates and Pilots of America. Inc., etc., et al., 497 Pa. 102, 439 A.2d 621(1981); Avery v. Com., Pennsylvania Labor Relations Board, 97 Pa. Cmwlth. 160, 509 A.2d 888, 891(1986); Buchanan v. Century Federal Savings & Loan Association, 295 Pa. Super. Ct. 384, 441 A.2d 1285, 86(1982). Where a contractual provision is unambiguous, there is no need to go further in construing it. See Greene v. Oliver Realty. Inc., 363 Pa. Super. Ct. 534, 526 A.2d 1192, 4(1987), allocatur denied, 536 A.2d 1331(1987). Every provision in a contract is to be given effect, and none are to be disregarded, if a reasonable meaning may be obtained thereby. Marcinak v. Southeastern Greene School District, 375 Pa. Super. Ct. 486, 544 A.2d 1025, 7(1988). No word or provision is to be considered as mere surplusage, if it can be avoided. General Mills. Inc. v. Snavelly, 203 Pa. Super. Ct. 162, 199 A.2d 540, 4(1964). Each and every part must be considered, and an interpretation is not to be given to one part which will annul another part. Sternbergh v. Fehling, 396 Pa. 280, 152 A.2d 473(1959).

In this case, the disputed paragraph of the Conciliation Agreement contains three, distinct parts:

- (1) Whenever on-duty staffing patterns result in a clear inequity of workload,
- (2) the workload shall be equalized among all aides, male and female,
- (3) including the assignment of all required duties regarding female residents to male aides.

There is no dispute over the first two parts. Both parties agree that Respondent has a duty to equalize the workload, under the second part of the paragraph, whenever it is required to do so under the first. It is the third part which causes a problem. While Complainant argues that this provision requires the assignment of every duty regarding female residents to male aides, Respondent counters that there is no such requirement, so long as the overall workload of male and female aides is equalized.

The third part of paragraph (1) expressly states that the equalization process shall "includ[e] the assignment of all required duties regarding female residents to male aides." (emphasis added). The term "all" has been defined to mean, inter alia, "the whole extent or quantity...everything... every part or bit." Webster's New World Dictionary, Second College Edition (Simon & Schuster, Inc. 1984). This term is completely unambiguous. When it is used as a modifier in the phrase "all required duties", it explicitly includes every duty involved, without exception.

Despite this lack of ambiguity, Respondent claims that it may ignore the provision for assigning all required duties, without violating the terms of the Conciliation Agreement, so long as the overall workload is equalized. This interpretation not only contradicts the plain meaning of the Agreement, it also effectively annuls the entire third part of paragraph (1). Under this interpretation, Respondent need only comply with the first two parts of paragraph (1), requiring the equalization of workload whenever a clear workload inequity arises, and need not concern itself with the third part concerning the assignment of all required duties.

Under the principles of contract construction previously cited, Respondent's interpretation may not stand. The third part of paragraph (1) is clear and unequivocal. While there may be a question as to when a clear inequity of workload arises, there can be no question that all required duties regarding female residents are to be assigned to male aides, whenever a clear inequity of workload does arise. There is no exception, either express or implied. Had exceptions been contemplated, they could easily have been included. Conversely, the third part of paragraph (1) could have been deleted, and language used making it clear that only a general equalization process was required, whether or not it resulted in male aides being assigned all the duties regarding female residents.

Based on the foregoing, it is simply not credible to believe the parties included the third part of paragraph (1), but intended that it be ignored. Rather, its inclusion is persuasive evidence of a specific desire to qualify the general equalization requirement by providing a mandatory starting point, which must be accomplished as part of the overall equalization process. See Weiser v. Bethlehem Steel Corp., 353 Pa. Super. Ct. 10, 508 A.2d 1241, 5 (1986) (specific provisions are to be construed to qualify the meaning of broad general terms on the same subject), and cases

cited therein. Consequently, the only reasonable construction of the Conciliation Agreement is that it means what it says. Paragraph (1) mandates that all required duties regarding female residents be assigned to male aides, whenever equalization of workload is required, and anything less is a breach of the Agreement.

In addition to its argument that the Conciliation Agreement does not require male aides to perform all work associated with female residents, Respondent alleges, in essence, that there would be an unacceptable risk of sexual assault, and resultant pregnancies of female residents, if it is required to assign male aides all of the duties associated with these residents. See Respondent's Proposed Findings of Fact Nos. 7-8, 12-13. Assuming, arguendo, that this is true, this contention does not alter the fact that the Conciliation Agreement requires the assignment of all duties to male aides. It is, at best, an argument that the reasons for the restrictions are so important that they should override the Agreement, and that the Commission should, therefore, refuse to enforce the third part of paragraph (1).

Section 42.73 of the Commission's Special Rules, 16 Pa. Code §42.73, provides that the Commission may take whatever action it deems necessary, on a request for reconsideration of adjustment, as justice requires. See Mechensky v. Com., Pennsylvania Human Relations Commission, 134 Pa. Cmwlt. 192, 578 A.2d 589,94 (1990) (upholding the regulatory authority of the Commission under this section). This section may be read as authorization for the Commission to refuse enforcement of a settlement agreement, in whole or in part, if enforcing it would be unjust. As stated in Com., Department of Transportation v. Westmoreland Engineering Company, Inc., 87 Pa. Cmwlt. 285, 487 A.2d 78, at 83(1985), however, it is a basic principle of contract law that "parties have the right to make their own contracts and courts should not rewrite a contract or give it a construction in conflict with the plain meaning of the language agreed upon." Consequently, the Commission should only refuse to enforce the plain meaning of a settlement agreement, freely signed and knowingly entered into by the parties, where a clear and demonstrable injustice would occur.

The facts of record establish that Respondent has a written policy which restricts male aides from performing certain personal hygiene activities for female residents, and requires that they be performed only by female aides. The policy is entitled "Assignment of Facility Staff-Personal Hygiene Care of Female Clients-Altoona Center Policy." It was developed and implemented by the Pennsylvania Office of Mental Retardation, in early 1983, in response to an incident which occurred at Ebensburg Center, another mental retardation care facility, in November or December, 1982.

The incident at Ebensburg Center involved two residents who became pregnant. The Office of Mental Retardation suspected they might have been raped. An investigation into these suspicions was conducted by both the State Police and Ebensburg Center. The State Police failed to uncover sufficient evidence of criminal liability to arrest anyone who may have been involved. Ebensburg Center also failed to uncover sufficient evidence of responsibility, by one or more male employees, to merit any disciplinary action, whatsoever.

Despite this lack of evidence that the two pregnant residents had been raped, or otherwise sexually assaulted, by any male employee of Ebensburg Center, the Office of Mental Retardation

went forward with the Altoona Center Policy. The policy is designed to minimize the opportunity for hands-on contact between male aides and undressed female residents. There are no similar restrictions, however, designed to minimize the opportunity for hands-on contact between female aides and undressed male residents. The reason for this disparity in restrictions, as testified to and admitted by Respondent, is that males cannot become pregnant. See Respondent's Proposed Finding of Fact No. 13.

A review of these facts reveals several, salient points. The first is that the Altoona Center Policy was initiated on a mere suspicion that two residents of Ebensburg Center were raped by one or more employees of the Center. There was not only insufficient evidence to merit criminal prosecution of any male Ebensburg Center employee, there was insufficient evidence to merit any discipline at all. The Altoona Center Policy was apparently instituted because the Office of Mental Retardation believed that a rape might occur, based on its unsupported suspicions that one already had occurred, and not on any hard evidence of actual risk.

The second point is that the Altoona Center Policy was initiated without even a suspicion that a risk existed at Altoona Center. The Policy arose because of an occurrence at a different mental retardation center, Ebensburg Center. The record contains no evidence that there has ever been so much as a suspicious incident at Altoona Center, much less any evidence of actual risk. Respondent certainly did not consider there to be a risk when it entered into the Agreement in August, 1982. As already set forth, the Agreement clearly requires that male aides be assigned all of the required duties regarding female residents, whenever there is a clear inequity of workload. The fact that Respondent voluntarily agreed to this explicit term, rather than insisting on restrictions, due to the risk of sexual assault, is persuasive evidence that it did not believe there was a risk at Altoona Center, at the time of the Agreement. It was only when an unproven suspicion of risk at Ebensburg Center arose, several months later, that this suspicion was translated into a similar suspicion and risk at Altoona Center.

The lack of risk at Altoona Center is further supported by uncontradicted evidence that male staff sometimes transport female residents to their bedrooms, where they may find themselves alone with these residents. At these times, the female residents may be dressed in little more than underpants or diapers. Under these circumstances, the opportunity for a sexual assault is obvious. Nevertheless, there is no evidence of record that a sexual assault, of any sort, has ever occurred at Altoona Center.

The third, salient point is that the Altoona Center Policy ignores the risk of sexual assault by female aides against male residents, by male aides against male residents, and by female aides against female residents. The admitted reason for this disparity is that only females can become pregnant and, by implication, only males can make them pregnant. Thus, it is not the risk of sexual assault that concerns Respondent, but the risk that a resident may become pregnant.

In support of its pregnancy rationale, Respondent presented the testimony of Michael Stauffer, chief of its Division of Mental Retardation Unit Operations. (N.T. 329). Stauffer testified that there could be damaging effects to a profoundly or severely retarded female resident if she became pregnant. (N.T. 341). He testified that these damaging effects would occur as the result of a profoundly or severely retarded resident's functioning level. (N.T. 341). Barry Benford,



Respondent's Director of the Altoona Center, testified that all the residents at Altoona Center are profoundly or severely retarded. (N.T. 491). He testified that profoundly retarded individuals have functional levels of one to three years old, and severely retarded individuals have functional levels of three to five years old.

In support of his opinion, Stauffer presented no credentials, educational or otherwise, that would make him qualified to testify on the highly technical subject of the effects of pregnancy on the severely and profoundly retarded. Further, he testified that consenting female residents are allowed to be sexually active. Consensual sex also raises the possibility of pregnancy. This risk, however, is apparently considered acceptable, despite Respondent's claim that any pregnancy can have damaging effects on the profoundly and severely retarded.

Assuming that a pregnancy caused by nonconsensual sex is, in fact, more worthy of prevention than one caused by consensual sex, there are adequate methods available to Respondent for accomplishing this purpose, other than by violating the express terms of the Conciliation Agreement. Since providing safe, nonabusive care to residents is an evident, job-related requirement for Altoona Center aides, background checks may be run for criminal convictions involving assault, rape or other crimes that would indicate a present predisposition to sexually assault a resident. Similar checks could also be run with previous employers. Additionally, Respondent may take steps to minimize the times at which male aides are left alone with female residents. Stauffer testified that this precaution, alone, would make a sexual assault unlikely. (N.T. 342).

Under the Altoona Center Policy, males are allowed to assist, and actually do assist, female aides in the lifting, positioning and bracing associated with bathing, toileting, changing of menstrual pads and similar hygiene activities regarding female residents, and in all dressing activities except putting on bras and underpants or diapers. Rather than ending the assistance at this point, which sometimes results in the male aides having nothing particular to do while they wait for the female aide to do the remaining activities, they could simply be required to fully assist the female aide in all of the required, personal hygiene duties.

Finally, as stated in LivingWell (North), Inc., et al. v. Pennsylvania Human Relations Commission, \_\_\_ Pa. Cmwlth. \_\_\_, 606 A.2d 1287, 94 at n. 7 (1992)1, "an employee occupies a position of trust, can be monitored and is subject to termination."

It should be noted that this case does not involve the sort of privacy interest that was the subject of the decision in LivingWell. The privacy interest in LivingWell was based on "uncontroverted evidence...that if men were admitted [as health club members],...[the female members] would suffer from extreme embarrassment, anxiety or stress and would not continue to exercise at LivingWell." 606 A.2d at 1293. Here, no similar claim has been raised, as even a peripheral reason for the Altoona Center Policy, and the issue is not before the Commission for decision. In addition, no evidence has been presented that the female residents, all of whom function at between the ages of one and five years old, will suffer any embarrassment, anxiety or stress due to male aides assisting them with personal hygiene functions. Thus, no LivingWell privacy interest has been asserted, by anyone involved, much less proven to be a sufficient interest to

allow Respondent to breach its contractual obligations under the Conciliation Agreement in this case.

All these alternatives are available to Respondent, in its efforts to avoid nonconsensual pregnancies, and may be utilized while remaining in compliance with the Conciliation Agreement.

In conclusion, Respondent's reason for its Altoona Center Policy, which is to minimize the risk of sexual assaults which lead to pregnancy, is not sufficient to justify its breach of the Conciliation Agreement. No evidence has been presented that a greater risk of sexual assault, much less of pregnancy, will exist if male aides are required to perform all the duties regarding female residents. To the extent a risk does exist, Respondent has adequate alternative measures available to minimize the risk, making it unnecessary to breach the Conciliation Agreement. Justice does not require that the Commission refuse enforcement of the Agreement, under Section 42.73 of the Special Rules, and an order enforcing the Agreement shall be entered.

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION**

**MARILYN McINTIRE SWOPE, Complainant**

**v.**

**PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE, CRESSON/ALTOONA  
CENTER, Respondent**

**Docket No. E-22047D**

**RECOMMENDATION OF PRESIDING OFFICER**

**AND NOW**, this 3<sup>rd</sup> day of September, 1992, upon consideration of the record in the above-captioned action, the Presiding Officer hereby recommends that the Pennsylvania Human Relations Commission adopt the attached Findings of Fact, Conclusions of Law and Opinion, and issue the attached Order as the Order of the Commission.

BY: Michael M. Smith  
Michael M. Smith  
Presiding Officer

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HUMAN RELATIONS COMMISSION

MARILYN McINTIRE SWOPE, Complainant

v.

PENNSYLVANIA DEPARTMENT OF PUBLIC WELFARE, CRESSON/ALTOONA  
CENTER, Respondent

Docket No. E-22047D

ORDER

AND NOW, this 1<sup>st</sup> day of December, 1992, upon consideration of the record in the above-captioned action, the Pennsylvania Human Relations Commission hereby adopts the attached Findings of Fact, Conclusions of Law and Opinion and

ORDERS

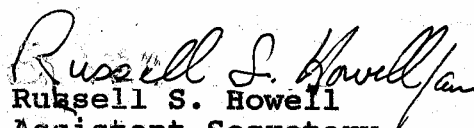
1. That the Pennsylvania Department of Public Welfare, Cresson/Altoona Center, be, and hereby is, prohibited from enforcing its "Assignment of Facility Staff-Personal Hygiene Care of Female Clients-Altoona Center Policy" to prevent male mental health retardation aides from performing all required duties regarding female residents, whenever equalization of workload is required under the July 29, 1982, Conciliation Agreement and September 3, 1982, Consent Order between the parties hereto.
2. That the Pennsylvania Department of Public Welfare, Cresson/Altoona Center, assign all required duties regarding female residents: to male mental health retardation aides whenever equalization of workload is required under the July 29, 1982, Conciliation Agreement and September 3, 1982, Consent Order between the parties hereto.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

BY:

  
ROBERT JOHNSON SMITH  
Chairperson

ATTEST:

  
Russell S. Howell  
Assistant Secretary