

COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION

JAMES F. SNYDER,
Complainant

v.

Docket No. E-17361

PENNSYLVANIA POWER AND
LIGHT COMPANY,
Respondent

HISTORY OF THE CASE, FINDINGS OF FACT,
CONCLUSIONS OF LAW, OPINION, RECOMMENDATION
OF THE HEARING COMMISSIONERS, AND FINAL ORDER

HISTORY OF THE CASE

This matter arises on a complaint filed by Mr. James F. Snyder ("Complainant") with the Pennsylvania Human Relations Commission ("Commission") against the Pennsylvania Power and Light Company ("Respondent" or "PP&L") on January 16, 1980. In his complaint Mr. Snyder alleged that Respondent failed to accommodate the requirements of his religious creed, born-again Christian, Lutheran, in violation of Section 5(a) of the Pennsylvania Human Relations Act ("Act"), Act of October 27, 1955, P.L. 744 as amended, 43 P.S. §§ 951 et seq.

An investigation was conducted into the allegations of the complaint by representatives of the Commission, who determined that probable cause existed to credit the allegations. Thereupon the Commission endeavored to eliminate the practices complained of by conference, conciliation and persuasion. These endeavors were unsuccessful and the Commission approved the case for public hearing.

Public Hearing was held on January 19, 20, and 21, 1982, in Allentown, Pennsylvania, and was conducted at all times before Commissioners Doris M. Leader, Chairperson of the Hearing Panel, M. Rita Clark, and Thomas McGill, Esquire, pursuant to Section 9 of the Act. The case in support of the complaint was presented by G. Thompson Bell, Assistant General Counsel to the Commission. The Respondent was represented by Joe C. Ashworth, Esquire, of Morgan, Lewis and Bockius, and Kathryn B. Solley, Esquire, of Pennsylvania

Power and Light Company. Edith E. Cox, Assistant General Counsel to the Commission, served as Legal Advisor to the Hearing Panel.

After the filing of post-hearing briefs but before reply briefs were filed, Mr. Ashworth withdrew from the case as he had accepted employment with another law firm. An appearance on behalf of Respondent was entered by William J. Flannery, Esq., of Morgan, Lewis and Bockius.

CONCLUSION OF LAW

1. The Pennsylvania Human Relations Commission has jurisdiction over the parties and subject matter of this action, pursuant to Section 4, 5 and 9 of the Pennsylvania Human Relations Act.

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

3. Respondent Pennsylvania Power and Light Company is an "employer" within the meaning of the Act.

4. Complainant James F. Snyder is an adult individual and an "employee" within the meaning of the Act.

5. In order to establish a prima facie case of unlawful discrimination, Complainant must prove:

- a. That he had a sincerely held religious belief which prevented him from working on his Sabbath;
- b. That he informed Respondent of his belief and his resulting unwillingness to work on Sundays;
- c. That Respondent took adverse action against him with regard to compensation, tenure, or other terms and conditions of employment because of his religious beliefs.

6. Complainant in this matter has made out a prima facie case of unlawful discrimination.

7. In order to overcome Complainant's prima facie case, Respondent in this matter must show that the accommodation requested would have caused undue hardship to the operation of Respondent's business.

8. Respondent has established that the accommodation

requested by Complainant in this matter would have caused an undue hardship to the operation of its business.

9. When an employer cannot accommodate an employee's religious beliefs without incurring an undue hardship, no unlawful discriminatory practice has occurred and the employee's complaint must be dismissed.

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FINDINGS OF FACT

1. Complainant is James F. Snyder, an adult individual residing at 106 George Street, Pen Argyl, Pennsylvania, 18072. (S.F.1)

2. Respondent is Pennsylvania Power and Light Company, Two North Ninth Street, Allentown, Pennsylvania, 18101. (S.F.2)

3. Respondent employs more than four persons within this Commonwealth. (N.T.382)

4. Complainant has been employed by Respondent since March 8, 1971. (S.F.3)

5. From April 8, 1978 until January 7, 1980, Complainant was employed by Respondent as a Mechanic Specialist - Structural in the Construction Department. (S.F.4)

6. Complainant experienced a religious conversion in 1977, as a result of which he became unwilling to work on Sundays. (N.T. 28-31)

7. Complainant's unwillingness to work on Sundays is the result of sincerely held religious beliefs. (N.T.28-31)

8. In May, 1978, Complainant informed John M. Pergosky, General Foreman, that he wished to be excused from future work on Sunday because of a re-birth in Christianity. (S.F.5)

9. Complainant was scheduled to work on Sunday, April 24, 1978, and on Sunday, May 7, 1978. (C.E. 10, 11)

1 / The following abbreviations will be utilized throughout these Findings:
S.F.: Stipulation of Fact
N.T.: Notes of Testimony
C.E.: Complainant's Exhibit
R.E.: Respondent's Exhibit

10. After Complainant failed to report to work on April 24 and May 7, 1978, Respondent issued him a written warning and a one-day suspension. (C.E. 10, 11).

11. By memorandum dated June 14, 1978, Respondent informed Complainant that he had three "short range" alternatives: remaining in his position and working Sundays, remaining in his position with assignments where Sunday work would not normally be an issue, or accepting a demotion to the position of handyman. (C.E. 9)

12. Respondent's June 14, 1978 memorandum informed Complainant that as a "long range" solution it was his obligation to bid out of the Construction Department. (C.E. 9)

13. Between May 7, 1978 and October 14, 1979, Respondent did not schedule Complainant for Sunday work. (N.T. 462)

14. Complainant was scheduled to work on Sunday, October 14, 1979 and on Sunday, November 4, 1979. (S.F. 6, 9)

15. After Complainant failed to report to work on October 14, and November 4, 1979, Respondent issued him a written warning and a one-day suspension. (S.F. 7,10,11; C.E. 5)

16. By memorandum dated December 7, 1979, Respondent advised Complainant that he had three alternatives: remaining in his position and work on Sundays, voluntarily demoting to the position of Handyman, or bidding out of the Construction Department. (S.F. 12)

17. The December 7, 1979 memorandum informed Complainant that if he did not commit himself to one of the listed alternatives by January 6, 1980, he would be involuntarily demoted to the position of Handyman. (C.E. 1)

18. Further refusals to work on Sundays would have resulted in Complainant's termination. (N.T. 368)

19. On January 7, 1980, Complainant bid into a meter reader position; this job paid less than that of Mechanic Specialist Structural. (S.F. 13, N.T. 211)

20. The meter reader position was the highest paying position available to Complainant at the time he bid into it for which he qualified and which did not require Sunday work. (N.T. 103,104)

21. Pennsylvania Power & Light is a public utility regulated by the Pennsylvania Public Utility Commission, with a statutory obligation to provide power in the most economical and reliable manner possible, twenty-four hours a day, seven days a week. (N.T. 238)

22. Respondent's Construction Department provides construction and maintenance services which include building new facilities and maintaining current ones. (N.T. 401)

23. An important function of the Construction Department is providing maintenance services during annual outages, periods when power generating plants are taken out of service for maintenance and repairs. (N.T. 227, 402)

24. The Construction Department provides services during forced outages, periods between the annual outages when a

generating unit must be shut down for maintenance and repairs.
(N.T. 227-8, 403)

25. Whenever possible, Respondent schedules outages for weekends when the demand for power is less and units may be more economically taken out of service. (N.T. 230-1, 406)

26. The Construction Department reforms capital work, building of new facilities and modification of existing plants.
(N.T. 401-2, 406)

27. Capital work must often be scheduled to coincide with an outage. (N.T. 406-7)

28. Respondent attempts to limit the duration of outages in part by scheduling crews to work around the clock, in order to return units to service promptly. (N.T. 409-10)

29. Construction Department employees work significant amounts of overtime. (N.T. 410)

30. Overtime work is mandatory for all Respondent employees.
(N.T. 303, 410)

31. Concern about excessive overtime and weekend work led Respondent to adopt a policy, promulgated in 1976, of attempting to schedule employees to work no more than every other weekend.
(N.T. 410-12, R-4)

32. Mechanic Specialist - Structural is a skilled position, the second highest in its line of progression. (N.T. 269-272, 420, 475-88, R-11, R-2)

33. Mr. Snyder is regarded by Respondent as a skilled and valued employee. (N.T. 495)

34. The collective bargaining agreement between PP & L and Local 1600, International Brotherhood of Electrical Workers, applies to Construction Department employees. (N.T. 287-8)

35. Under the collective bargaining agreement, Construction Department employees accrue both "Base Area" and departmental seniority, unless their assigned work stations are not within a Base Area. (N.T. 288-90, 524-5)

36. Base Areas are hexagonal zones into which most of PP & L's service area is divided. (N.T. 285)

37. Although Complainant's normal work station (Martins Creek Steam Electric Station) was not in a Base Area prior to July of 1979, a change in the collective bargaining agreement at that time moved Base Area 15 south so as to encompass Martin's Creek. (N.T. 280,281)

38. Beginning in July of 1979, Complainant began to accrue Base Area seniority. (N.T. 281, 287, 288)

39. The collective bargaining agreement requires Respondent to pay certain expenses to employees assigned to work outside of their Base Areas. (N.T. 285-7)

40. Mr. Snyder was the only Mechanic Specialist - Structural at Martin's Creek after July of 1979. (N.T. 420)

41. Although Mr. Snyder would have worked on a Sunday if a PP & L customer's electricity went out, the company's system for replacing lost generating capacity prevents power loss as a result of outage - related work. As a Construction Department employee, Mr. Snyder would thus not have been called upon to

work in order to restore power on an emergency basis absent extraordinary circumstances. (N.T. 89-92)

42. Construction Department work assignments are given to crews made up of employees having the skills necessary for a given job. Once a crew is assigned to a given job, the company attempts to keep that crew together for the duration of the job. (N.T. 416-17, 470-1)

43. If the company knows before a weekend outage that a skilled employee will be unavailable for one day of the weekend, it will attempt to schedule that worker away from the entire weekend outage. (N.T. 417)

OPINION

Mr. Snyder was hired by PP&L as a laborer in 1971. He received a number of promotions. On April 3, 1978, he was promoted to the position of mechanic specialist - structural in Respondent's Construction Department. Throughout this period Mr. Snyder worked on Sunday whenever he was asked to do so. It is agreed that he was a competent and valued employee.

In 1977 Mr. Snyder experienced a dramatic religious conversion. In May of 1978 he informed Respondent's General Foreman that he wished to be excused from future Sunday work because of a re-birth in Christianity.

Mr. Snyder was scheduled to work on Sunday, April 23, 1978 and Sunday, May 7, 1978. He did not report for work on either day, and consequently received a written warning and a one day suspension.

By memorandum dated June 14, 1978, Respondent advised Mr. Snyder that he had three "short range" alternatives: remaining in his position and working Sundays; remaining in his position with assignments where Sunday work would not normally be an issue; or accepting a demotion to the position of handyman. He was further advised that PP&L considered it to be his obligation, as a "long range" solution, to bid out of the Construction Department.

Mr. Snyder remained in his position, and was not scheduled for Sunday work again until October 14, 1979. He did not report for work on that date, nor on Sunday,

November 4, 1979, when he was again scheduled to work. He received a written warning and a one day suspension for these absences.

By memorandum dated December 7, 1979, Respondent again gave Mr. Snyder three alternatives: remaining in his position and working Sundays; voluntarily demoting to the position of handyman; or bidding out of the Construction Department. He was directed to commit himself to one of these alternatives by January 5, 1980, or be demoted to handyman.

As a result of this memorandum and subsequent discussions with Respondent, Mr. Snyder bid into a meter reading position. This was the highest paid position available to him at the time which would not require Sunday work. It paid over \$1.25 per hour less than the mechanic specialist - structural position. His complaint to the Commission followed.

Resolution of this matter requires a determination of the extent to which the Act imposes upon employers the duty to reasonably accommodate the religious beliefs of employees when these beliefs preclude Sabbath work. Should such a duty exist, consideration must be given to whether Respondent in this case has fulfilled its obligation to reasonably accommodate Mr. Snyder's beliefs.

For the reasons which follow, we find that the Act does impose upon employers a duty to reasonably accommodate the religious beliefs of employees, if doing so does not impose an undue hardship. We further find that, in the specific factual context of this case, PP&L could not have accommodated Mr. Snyder's beliefs without incurring undue hardship. Respondent has thus not committed an unlawful discriminatory practice, and this complaint must be dismissed.

Section 5(a) of the Act provides in relevant part:

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

(a) For any employer because of the ... religious creed... of any individual to refuse to hire or employ, or to bar or discharge from employment such individual, or to otherwise discriminate against such individual with respect to compensation, hire, tenure, terms, conditions or privileges of employment...

The Act does not define "religious creed". Nor has any Pennsylvania court addressed the issues raised by Mr. Snyder's complaint. As Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000(e) et seq.) has been held by the Pennsylvania Supreme Court to be the federal analogue to the Act, General Electric Corp. v. PHRC, 365 A.2d 649 (1976), we may

appropriately look to that law for guidance. In 1972, Title VII was amended to include the following definition of "religion":

(j) The term "religion" includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that he is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business - 42 U.S.C. § 2000 e (j).

We find this definition to be helpful in clarifying the requirements of the quoted portion of Section 5(a) of the Act.

Federal law also sets out the requirements for establishing a prima facie case of discrimination under the Act.

The United States Supreme Court in McDonnell Douglas Corporation v. Green, 411 U.S. 792 (1973), after delineating the elements of a prima facie Title VII case and allocating the burdens of proof in the context of alleged refusal to hire on the basis of race, noted that these requirements were not intended to be used as inflexible rules:

The facts necessarily will vary in Title VII cases, and the specification above of the prima facie proof required from the complainant in this case is not necessarily applicable in every respect to differing factual situations.

411 U.S. at 802, N.13

Many Federal courts have applied the McDonnell Douglas principles to claims of religious discrimination under Title VII. See e.g. Anderson v. General Dynamics, 589 F.2d 397 (9th Cir., 1978); Lutcher v. Musicians Union Local 47, 24 EPD 31, 402 (9th Cir., 1980); Redmond v. GAF Corporation, 574 F.2d 897 (7th Cir., 1978). Applying the principles there enunciated and the definition of "religion" quoted above, we

find that Complainant must establish three elements in order to make out a prima facie case of discrimination under the Act. First, he must show that his refusal to work on Sundays was based on a sincerely held religious belief. Second, he must show that he informed Respondent of the existence of this belief (and of his resulting refusal to work on Sundays). Third, he must show that his employer took adverse action against him with regard to compensation, tenure, or other terms and conditions of employment because of his beliefs. Should Complainant meet this burden, Respondent may establish legitimate, nondiscriminatory reasons for its action by showing that it could not reasonably accommodate Complainant's religious beliefs without undue hardship to its business operations.

It is beyond question that Mr. Snyder's religious beliefs are deeply and sincerely held. Nor is it contested that Mr. Snyder adequately informed PP&L of his refusal because of these beliefs to work on Sundays.

Respondent vigorously asserts that Complainant has not made out the third element of his case, that adverse action was taken against him because of his beliefs. We find this argument unpersuasive. Respondent on two occasions instituted progressive discipline against Complainant. It is not disputed that further refusals to work on Sundays after the two incidents in 1979 would have resulted in his termination. Against this background and in view of his impending demotion to a handyman position, we do not find that Mr. Snyder's decision to bid into a lower-paid meter reader position was

voluntary in any meaningful sense of that term. We therefore find that Complainant has established a prima facie case, and turn to consideration of Respondent's evidence that attempts to accommodate Mr. Snyder beyond those it made would have caused undue hardship to its business operation.

Respondent introduced evidence establishing that it is a public utility regulated by the Pennsylvania Public Utility Commission, with an obligation to provide electric power in the most reliable and economical manner possible. Power must be provided twenty-four hours a day, seven days a week.

The company's Construction Department provides construction and maintenance services which include building new facilities and maintaining current ones. An important function of the Department is provision of maintenance services during annual outages, periods during which power generating plants are taken out of service for overhaul and repairs. Services are also provided by the Department during forced outages, periods between the annual outages when a generating unit must be shut down for repairs. Extensive testimony by Respondent's witnesses established that, whenever possible, outage work is scheduled during weekends, when the demand for electric power is less than it is during the week. In addition the Department performs capital work, building of new facilities or modification of existing plants. It is often necessary to schedule capital work to coincide or overlap with an outage, as some construction cannot be performed while a unit is in service. Such so-called "capital work

tie-in" is also done on weekends whenever possible. In all outage situations, attempts are made to return a unit to service promptly. Work crews are often scheduled to work twenty-four hours a day, seven days a week during these periods. Construction Department employees consequently work significant amounts of overtime. (Overtime work is mandatory for all Construction Department employees.)

Within the Department, the position of Mechanic Specialist Structural is a skilled position. The holder of the position, which is the second highest in its progression line, must exercise considerable degrees of skill and knowledge of Respondent facilities. Oversight of the work crew is sometimes exercised. Respondent's witnesses testified that the continuous presence of a Mechanic Specialist Structural on a given work crew contributes positively to that crew's productivity.

Work assignments in the Department are made by putting together a work crew composed of employees having the skills necessary for a given job. Once such a crew has been assigned to a job, Respondent attempts to keep that crew together for the duration of the job. If it is known in advance that a skilled worker will be absent for one day of a weekend outage, Respondent's witnesses testified that the Company would attempt to schedule that employee away from that weekend's outage work.

Various provisions of the collective bargaining agreement between PP&L and Local 1600, International Brotherhood of Electrical Workers are also relevant. The agreement applies

to most PP&L employees, including those in the Construction Department.

Under the agreement, Construction Department employees possess both departmental seniority and "base area" seniority. Base areas are hexagonal zones into which most of the Company's service area is divided. Prior to July of 1979, Martins Creek Steam Electric Station (MCSES), Mr. Snyder's normal work station, was not located in a base area, but in an area adjacent to a base area and known as "no man's land." Employees in "no man's land" did not accrue base area seniority.

Effective July 27, 1979, the collective bargaining agreement was altered to move Base Area 15 south, so that the Area now included MCSES. This change meant that MCSES Construction Department workers accrued base area seniority, allowing them to claim work done in the base area before the company could bring in a worker from another area to perform that work or before an individual worker could be transferred out of the base area.

The agreement also requires that the company pay certain expenses when an employee is required to work outside his or her base area. Travel time must be compensated and a mileage allowance paid. For each day the replacement works outside his or her own base area, board and lodging expenses also must be paid. Following the 1979 change in base area boundaries, Mr. Snyder was the only Mechanic Specialist Structural employed in Martin's Creek. It is within this entire complex framework that Respondent's duty to accommodate Mr. Snyder's beliefs must be evaluated.

The leading case interpreting an employer's duty to accommodate Sabbath beliefs is Trans World Airlines v. Hardison, 432 U.S. 63 (1977). Plaintiff Hardison was employed at the Stores Department of a TWA maintenance and overhaul base. The Stores Department operated twenty-four hours a day throughout the year. A collective bargaining agreement governed allocation of shift assignments according to seniority. When Hardison for religious reasons became unwilling to work on his Sabbath, various proposals for accommodating him failed, and he was ultimately discharged for insubordination when he refused to work on his designated shift.

In rejecting his Title VII claim, the Supreme Court found that the seniority system provided a neutral method for allocating the burden of weekend work. Noting the special treatment afforded seniority systems by Title VII, the Court held that operation of a bona fide seniority system could not be found to violate Title VII absent proof of discriminatory intent.

It further found that some of the proposed accommodations would have involved costs to TWA in the form of lost efficiency or higher wages, and that "(t)o require TWA to bear more than a de minimis cost in order to give Hardison Saturdays off is an undue hardship." 432 U.S. at 84.

We find Hardison to be helpful chiefly in its treatment of factors to be assessed in order to determine whether an undue hardship exists. We decline however to adopt its holding in toto. First, no section of the Act warrants the special treatment of seniority systems which is afforded by Title VII.

Second, Hardison's equation of minimal financial cost with undue hardship seems to us to negate the clear mandate of the law: it is apparent that "undue" hardship requires some showing greater than mere hardship. See Draper v. U.S. Pipe and Foundry Co., 527 F.2d 505 (6th Cir. 1976): "... undue hardship is something greater than hardship..." (527 F.2d at 520).

We adopt instead the approach of our own regulations dealing with discrimination on the basis of handicap or disability, appearing at 16 Pa. Code §§ 44.1 et seq. Section 44.1 in defining "undue hardship" provides an exemplary listing of factors which the Commission will consider in determining whether undue hardship is imposed by a given accommodation. Such an approach allows consideration of all relevant factors in a given case, rather than focusing rigidly on the single element of financial considerations. To the extent that this approach imposes a higher standard on employers than that of federal law, see Anderson v. Upper Bucks County Area Vocational Technical School, 373 A.2d 126 (Pa. Cmwlth. 1977).

When as here an issue of scheduling must be determined, a number of factors including those relied on by the Supreme Court in Hardison are relevant. These include:¹

1. The nature of the employer's business;
2. The frequency and duration of the proposed accommodation;

¹/We do not intend this list to be exhaustive. Different factual settings may involve factors not presented by this case.

3. The nature and uniqueness of the work done by the person seeking accommodation;
4. The likelihood that substantial costs will be incurred, including decreased efficiency of the employer's business operation;²
5. The extent to which other employees will be burdened by the proposed accommodation.³

Analysis of this case in terms of these factors leads to our conclusion that allowing Mr. Snyder to continue as a Mechanic Specialist Structural while excusing him from all Sunday work would have caused PP&L to undergo undue hardship.

The round-the-clock nature of PP&L's business operation and its obligation to provide reliable and economical power have already been described. Construction Department employees play an important role in assuring that power is provided on a steady basis. (Their situation thus differs from that which might be presented by Respondent employees with a less direct relationship to the production of power.)

The record also establishes that Complainant desired to be relieved from Sunday work on a permanent, regular basis. While no precise figures for the incidence of weekend work were developed, it was unquestionably required with considerable frequency.

It is also significant that Mr. Snyder performed work at a high level of skill. After July of 1979, his position

2 / Requiring an employer to bear substantial costs could raise difficult issues under the First Amendment to the United States Constitution.

3 / The possibility that grievances might be filed under an applicable collective bargaining agreement is one aspect of this issue.

within his Base Area was unique. Also he functioned as a member of a work crew; his duties were not such that he himself could make up the work later.

The record is less than clear regarding the measurable financial cost of accommodating Mr. Snyder. While replacing Mr. Snyder with a Mechanic Specialist Structural from another Base Area would have imposed mileage and other travel expenses on Respondent, on this record it is difficult to determine the extent to which these costs could have been avoided, for example by upgrading a MCSES employee to temporarily perform Mr. Snyder's duties.

Respondent's evidence of potentially lowered efficiency was more persuasive. As noted above, Mr. Snyder was a skilled and valuable employee. His presence throughout a given project contributed to the efficiency of the crew working on that project.

Finally, we find that other employees would have been burdened by the proposed accommodation. Whether or not grievances would have resulted, other employees would have had to work regularly on the Sundays to which Mr. Snyder was assigned. In this context, where excessive assignments of weekend work had previously led to employee complaints, Respondent had the difficult choice of either burdening other employees by replacing Mr. Snyder or letting his crew work one person short and suffering lower efficiency as a consequence.

It should be emphasized that this finding of undue hardship stems from the totality of circumstances presented.

Both the unusual nature of PP&L's operation and the skilled duties performed by Mr. Snyder posed difficulties which would not exist in a more usual situation. Resolution of future complaints will require the same sort of individualized, case by case analysis.

RECOMMENDATION OF HEARING COMMISSIONERS

AND NOW, this 30th day of August, 1982,
in consideration of the entire record in this matter,
including the Complaint, Answer, Stipulations, Exhibits,
Record of the Hearing, and all Briefs filed on behalf of
Complainant and Respondent, the Hearing Panel adopts the
attached as their proposed Findings of Fact, Conclusions of
Law, Opinion and Final Order, and recommends that the same
be finally adopted and issued by the Pennsylvania Human
Relations Commission.

By: Doris M. Leader

Doris M. Leader
Chairperson

M. Rita Clark
M. Rita Clark
Hearing Commissioner

Thomas M. McGill, Jr.
Thomas M. McGill
Hearing Commissioner

COMMONWEALTH OF PENNSYLVANIA
EXECUTIVE OFFICE
PENNSYLVANIA HUMAN RELATIONS COMMISSION

JAMES F. SNYDER,
Complainant

v.

Docket No. E-17361

PENNSYLVANIA POWER AND
LIGHT COMPANY,
Respondent

COMMISSION'S DECISION AND FINAL ORDER

AND NOW, this 1st day of September, 1982,
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,
and therefore

ORDERS

That the complaint in this matter be, and the same
hereby is, dismissed.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: Joseph X. Yaffe

Joseph X. Yaffe
Chairperson

Attest: Elizabeth M. Scott

Elizabeth Scott
Secretary