

1 SETTLEMENT AGREEMENT AND GENERAL AND SPECIAL RELEASE

2 In Re: Arbitration Case No. 104

3 Involving the Discharge of L. C

4 A hearing before a Board of Arbitration (hereinafter  
5 "Board"), pursuant to the provisions of Title 9 of the Clerical  
6 Labor Agreement, was held on October 26, 1982, in San  
7 Francisco, California. Following the presentation of evidence  
8 and testimony, the Chairman of the Board, with the concurrence  
9 of the other Board members, ordered the reinstatement of Ms.  
10 Cooks as an Operating Clerk. Subsequent to that, the parties'  
11 signatory to this Agreement (hereinafter "Parties") have agreed  
12 as follows:

- 13 1. Pacific Gas and Electric Company (hereinafter  
14 "Respondent") in consideration of the following  
15 conditions, reinstated Ms. C (hereinafter  
16 "Grievant") to her former classification and  
17 bridged her service from the date of her  
18 discharge, October 23, 1981.
- 19 2. With the concurrence of the Parties, the  
20 Grievant was returned to work on November 15,  
21 1982 at the Martin Service Center, Electric  
22 Meter Shop, 731 Schwerin Street, Daly City,  
23 California.
- 24 3. It is further understood and agreed by the  
25 Parties that, as a condition of continued  
26 employment, the Grievant will be required to

1 abide by Company rules, regulations, practices,  
2 and performance standards as are all other  
3 employees. The Grievant will also be required  
4 to work in harmony with her co-workers and  
5 supervisors.

- 6 4. Complainant (Local Union 1245, IBEW (AFL-CIO),  
7 Grievant and Respondent release each other from  
8 any and all claims, demands, and causes of  
9 action of any kind whatsoever (collectively  
10 referred to as "Claims"), whether known or  
11 unknown, which either of them now has or ever  
12 has had against the other relating to Grievant's  
13 employment with Respondent prior to her  
14 reinstatement with Respondent on November 15,  
15 1982. Each expressly waive the benefits of  
16 Section 1542 of the California Civil Code, which  
17 provides:

18 "A general release does not extend to  
19 claims which the creditor does not  
20 know or suspect to exist in his favor  
21 at the time of executing the release,  
22 which if known by him must have  
23 materially affected his settlement  
24 with the debtor."

- 25 5. This instrument contains the entire agreement  
26 among the Parties relating to the rights herein

1 granted and the obligations herein assumed. Any  
2 oral representations or modifications concerning  
3 this instrument shall be of no force or effect  
4 excepting a subsequent modification in writing,  
5 signed by the party or parties to be charged.

6 6. In consideration of the foregoing, the Grievant  
7 shall receive as liquidated damages, the sum of  
8 \$. . . Complainant and the Grievant  
9 understands and expressly agrees that nothing in  
10 this Agreement shall be construed as an  
11 admission of liability on the  
12 part of Respondent or used against it in any  
13 other proceedings.  
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In the Matter of an Arbitration ]  
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 between ]  
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 LOCAL UNION NO. 1245, ]  
 INTERNATIONAL BROTHERHOOD OF ]  
 ELECTRICAL WORKERS, AFL-CIO, ]  
 ]  
 Complainant, ]  
 ]  
 and ]  
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 PACIFIC GAS AND ELECTRIC ]  
 COMPANY, ]  
 ]  
 Respondent. ]

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Case No. 104

Grievance of  
L . C.

San Francisco, California  
November 17, 1982

OPINION AND DECISION  
OF  
BOARD OF ARBITRATION

SAM KAGEL, Chairman

ROGER STALCUP and  
SAM TAMIMI, Union Members

I. WAYLAND BONBRIGHT and  
MARGARET SHORT, Company Members

INTRODUCTION:

The case involved the discharge of Operating Clerk  
L. C. . The hearing was held on October 26, 1982.

The Bench Award made in this case is as follows:

"THE CHAIRMAN: Based upon a conversation with counsel for the Union and the Company and with the Members of the Board of Arbitration and based upon such evidence as I have heard thus far plus the opening statement of both counsel, which would indicate approximately what this case would consist of and what might be established if we proceeded to hear all of the testimony, I would like to announce the following Bench Decision:

"While the Company had from its point of view a basis to discharge L. C. , it is the determination of the Chairman, concurred in by the Board Members, that the discharge is hereby converted to a suspension from 10/23/81; that Ms. C. receives seniority credit from that date until her return to work; that she shall be reinstated as Operating Clerk in an operating office in the San Francisco Division other than the Shotwell-Folsom headquarters; that the matter of monies is remanded to the parties with the Board retaining jurisdiction over such item.

"That's the Decision of the Board, and I am authorized to so state."

  
Arbitrator