

1 SETTLEMENT AGREEMENT AND GENERAL AND SPECIAL RELEASE

2 ARBITRATION CASE NO. 136

3 Discharge

4 The above-subject discharge was referred to arbitration  
5 pursuant to Title 102 of the parties' Agreement. The Union, Company  
6 and the grievant have agreed to settle the case in accordance with  
7 the following conditions:

- 8 1. Reinstatement - The grievant will be reinstated at  
9 the Redding office as a Utility Clerk, at his former  
10 rate of pay, on June 17, 1985.
- 11 a. The period of October 26, 1984 to June 17, 1985  
12 will be shown on Company's records as a  
13 "disciplinary suspension without pay."
- 14 b. The grievant's service date will remain as  
15 April 27, 1978.
- 16 2. Conditions - The grievant's reinstatement and  
17 continued employment is strictly conditioned on the  
18 grievant's total abstinence from the consumption of  
19 intoxicants and meeting all standards of satisfactory  
20 job performance.
- 21 a. The grievant shall continue to adhere to a  
22 rehabilitative program as proposed by Alcoholics  
23 Anonymous and approved by Company's Employee  
24 Assistance Program (EAP).

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1           The grievant herewith authorizes the Director of the EAP to  
2 request periodic reports from Alcoholic Anonymous, or any other  
3 similar program approved by EAP, of grievant's participation in such  
4 program.

5           3. Breach - The conditions set forth above are absolute,  
6 and any violation shall be just cause for immediate  
7 discharge.

8           a. The grievant's recourse to any provision of  
9 Title 102 of the parties' Agreement shall be  
10 limited to the issue of: "Is the alleged  
11 violation(s) of a condition(s) of this  
12 Settlement Agreement and General and Special  
13 Release demonstrated by convincing evidence"?

14           4. Grievant, Union and Company release each other from  
15 any and all claims, demands and causes of action of  
16 any kind whatsoever (collectively referred to as  
17 "Claims"), whether known or unknown, which either of  
18 them now has or ever has had against the other  
19 relating to grievant's employment with Company; and  
20 each expressly waive the benefit of Section 1542 of  
21 the California Civil Code, which provides:

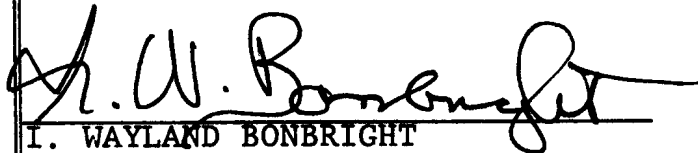
22                   "A general release does not extend to  
23 the claims which the creditor does not  
24 know or suspect to exist in his favor  
25 at the time of executing the Release,  
26 which if known by him, must have  
materially affected his settlement  
with the debtor."

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1           5. This instrument is the entire agreement among the  
2           undersigned relating to the rights herein granted and  
3           the obligations herein assumed. Any oral  
4           representations or modifications concerning the  
5           instrument shall be of no force or effect excepting a  
6           subsequent modification in writing signed by the  
7           party or parties to be charged.

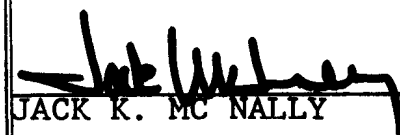
8           6. Upon execution of this RELEASE, Arbitration Case No.  
9           136 will be closed with prejudice only to Union and  
10          the grievant.

11 FOR THE COMPANY:

12   
13 \_\_\_\_\_  
14 I. WAYLAND BONBRIGHT

15 6-11-85  
16 \_\_\_\_\_  
16 DATE

17 FOR THE UNION:

18   
19 \_\_\_\_\_  
20 JACK K. MC NALLY

21 6-11-85  
22 \_\_\_\_\_  
22 DATE

23  
24  
25  
26 6-12-85  
\_\_\_\_\_  
DATE