



# REVIEW COMMITTEE

**IBEW**



PACIFIC GAS AND ELECTRIC COMPANY  
215 MARKET STREET, ROOM 916  
SAN FRANCISCO, CALIFORNIA 94106  
(415) 973-1125

RECEIVED JUL 12 1990

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO  
LOCAL UNION 1245, I.B.E.W.  
PO. BOX 4790  
WALNUT CREEK, CALIFORNIA 94596  
(415) 933-6060

D.J. BERGMAN, CHAIRMAN

Shasta Division Grievance No. 13-269-87-7 R.W. STALCUP, SECRETARY  
Arbitration Case No. 165  
Review Committee File No. 1664-88-6

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

ERIC NELSON, Company Member  
Shasta Division  
Local Investigating Committee

RICHARD HAFNER, Union Member  
Shasta Division  
Local Investigating Committee

This case concerned the discharge of a Shasta Division Materialsman. The case had been referred to arbitration; however, prior to a hearing, the issue was rendered moot. The grievant was placed on Long Term Disability as a result of a lawsuit filed on his behalf.

In view of the foregoing, this case is considered closed without adjustment and without prejudice to the positions of the parties. Such closure should be so noted by the Local Investigating Committee.

DAVID J. BERGMAN, Chairman  
Review Committee

  
ROGER W. STALCUP, Secretary  
Review Committee

MAShort(223-1123):mc

APR 20 1989

NANRE

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, this Settlement Agreement and Release (hereafter "Agreement") is entered into by and among the Plaintiffs Sherman Fox and the International Brotherhood of Electrical Workers Local Union 1245, AFL-CIO (hereafter "IBEW Local 1245"), and the defendants the Pacific Gas and Electric Company ("PG&E"), PG&E Disability Plan (hereafter "LTD Plan"), Stanley T. Skinner, Ellis B. Langley, Jr., Mason Willrich, Sr. Russell H. Cunningham and Gordon Smith, individually and in their capacities as members of the Employee Benefit Finance Committee, and Fiduciaries of the LTD Plan, Howard Golub, Russell H. Cunningham, and Ellis B. Langley, Jr., individually and in their capacities as members of the Employee Benefit Administrative Committee and as fiduciaries of the LTD Plan;

WHEREAS, there is a lawsuit now pending in the United States District Court for the Northern District of California, Case No. C 88 0950 AJZ ("lawsuit") involving the plaintiffs and defendants;

WHEREAS, the plaintiffs and defendants desire to compromise, and settle and fully release the claims related to Sherman Fox's claim for benefits from the defendants;

THEREFORE, the parties agree as follows:

1. In settlement of Sherman Fox's claims for LTD benefits, Fox shall be granted full LTD benefits, less deductions required by law, effective November 1, 1988, with

all rights and entitlements thereto. For the period beginning six months after Fox's termination from PG&E, through October 31, 1988, PG&E shall pay to Fox a sum equal to sixty-five percent (65%) of full LTD benefits. The parties hereby agree that that sum is \$13,287.57, less deductions required by law.

2. In settlement of Fox's claims for Medical and Savings Plan benefits, PG&E shall pay Fox \$3,476.74.

3. In settlement of plaintiffs' claims for attorney fees and costs, PG&E will pay plaintiffs \$6,500.00.

4. This Agreement may be cited in future applications for LTD benefits.


5. Plaintiffs agree to dismiss the action filed against the defendants in the Northern District of California, Case No. C 88 0950 AJZ; and Sherman Fox hereby releases, waives, discharges and covenants not to sue the defendants, or any of them, with respect to any claims, known or unknown, which he now has or ever has had against defendants, or any of them, up to the date of this Agreement. IBEW Local 1245 makes the same release agreement with respect to its claims relating to Sherman Fox. Plaintiffs hereby expressly waive California Civil Code §1542, understanding that said section provides:

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


6. The parties acknowledge that they and the persons signing this Agreement are fully entitled and authorized to sign this Settlement Agreement and Release. The parties and signatories acknowledge that they have read and understood the contents of the document and signed the same of their own free act.

7. The parties acknowledge that this settlement is entered into to avoid the time and expense of further litigation, to buy peace and because Fox wishes immediate payment of LTD benefits and medical benefits. The parties have compromised their demands for these and possibly other reasons, and this settlement shall not be deemed an admission of liability or of a violation of any applicable law, rule, regulation or order of any kind.

IN WITNESS WHEREOF, the undersigned execute this Agreement and Release freely and voluntarily intending to be legally bound by it.

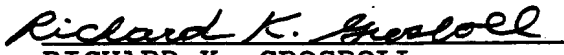
  
SHERMAN FOX


Dated: 4-17-89

  
~~JACK MONALLY~~, for IBEW  
Richard K. Grosboll Local 1245

Dated: 4-20-89

APPROVED AS TO SUBSTANCE AND FORM

  
RICHARD K. GROSBOLL  
Attorney for Plaintiffs

  
JOHN R. LOW  
Attorney for Defendants

Dated: 4/20/89