

PACIFIC GAS AND ELECTRIC COMPANY

PGE

+ 245 MARKET STREET • SAN FRANCISCO, CALIFORNIA 94106 • (415) 781-4211 • TWX 910-372-6587

July 27, 1981

Local Union No. 1245
 Attn: Mr. Jack K. McNally
 Business Manager
 International Brotherhood of
 Electrical Workers, AFL-CIO
 P. O. Box 4790
 Walnut Creek, California 94596

Re: Arbitration Case No. 95
 Discharge of Jack Dennington
 Offer of Settlement

Gentlemen;

The grievance of Jack Dennington has been submitted to arbitration, and the parties have selected Adolph Koven, Esq., to arbitrate the issues involved. A hearing date has not been set.

I am attaching an Offer of Settlement of the matter to be arbitrated in Case No. 95 for your consideration.

30 If the conditions set forth on the Offer of Settlement dated July 27, 1981 are acceptable to you, and you agree that Dennington's grievance will be withdrawn by Union from Arbitration with prejudice, and the grievant reinstated under the conditions set forth on the attached Offer of Settlement, which is incorporated herein as though set forth in full, please execute this letter agreement in the space provided below and return one executed copy of this letter to Company.

Yours very truly,

PACIFIC GAS AND ELECTRIC COMPANY

By *W. L. Bright*
 Manager of Industrial Relations

The Union is in accord with the foregoing and the attachment and it agrees thereto as of the date hereof.

LOCAL UNION NO. 1245, INTERNATIONAL
 BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

July 30, 1981

By *Jack McNally*
 Business Manager

Arbitration Case No. 95
Discharge of Jack Dennington
Offer of Settlement

In consideration of the Union's withdrawal of the grievance of Jack Dennington, Arbitration Case No. 95 with prejudice, the Company proposes the following conditions of reinstatement:

1. The grievant will provide acceptable medical evidence in the form of an examination by a qualified professional at Company expense that he has discontinued his admitted past use of intoxicating drugs and has agreement to cooperate in the future with counselors of the Employee Assistance Program to ensure that he is maintaining a "drug free" program. After demonstrating that he has maintained a drug free environment for a one year period, the grievant will be released from the requirement to meet with the EAP. If in less than one year the EAP counselor feels that no further counselling is required, it shall then be discontinued.

2. If the conditions of Item 1 are met, Company will reinstate Mr. Dennington as an Equipment Mechanic at the Oakland Service Center, with service and benefits intact.

3. Company will thereafter reconstruct the grievant's payroll records as follows:

- a. A disciplinary suspension of 5 days for the use of an illegal and intoxicating drug and being under the influence of such a drug on the job (October 15, 1980 to October 21, 1980).
- b. Following the disciplinary suspension provided for in Item a above, it will be assumed that the grievant would have accrued sick leave to have sought medical assistance relative to his admitted drug use (October 22, 1980 to November 3, 1980). If grievant was employed during this period, such time will be converted to a leave of absence without pay and accrued sick leave restored.
- c. If deemed to be necessary, a medical leave of absence would have thereafter been granted without pay for additional time needed to correct his past drug usage. The determination as to the length of the medical leave shall be determined by recommendation of the

qualified professional referred to in Item 1.

- d. Following the end of the medical leave of absence set forth in Item c above (if one is necessary), and the date grievant is advised that he can return to work, Company will pay to grievant the difference between what he would have earned as gross wages as a Mechanical Inspector and that earned by him as gross wages in other employment.

4. Following grievant's return to work with Company, the grievant will be required to perform satisfactorily as an Equipment Mechanic without any drug related-employment problem. It is understood that a future discipline or discharge action for the use of an illegal narcotic or prescription drug, except as prescribed by a licensed physician, on the job or because of its effect on job performance, will not be grievable, except as to whether the future drug related incident occurred.

5. If the conditions of Item 4 are met, Mr. Dennington will be eligible for consideration as a Mechanical Inspector under normal promotion procedures six months following his return to work.

RWS/rlm
7/30/81