

SETTLEMENT AND RELEASE

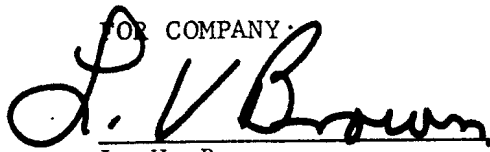
For and in consideration of the re-employment of R. L. Roussell and in full settlement of Review Committee Case No. 1125 pursuant to the provisions of Section 102.11 of the Labor Agreement between Pacific Gas and Electric Company (hereinafter called Company) and Local 1245, International Brotherhood of Electrical Workers, AFL-CIO (hereinafter called Union), as last amended, the undersigned agree as follows:

1. Effective immediately upon the execution of this agreement Mr. Roussell shall be re-employed and placed in the position of Helper, Gas Department, East Bay Division, without retro-active pay from the date of his discharge to the date of re-employment. His Company and classification seniority will be computed from the date he was first employed, but shall exclude the period commencing November 19, 1971, to and including ^{March} ~~April~~ 27, 1972. *LJB*
2. Any future threat of assault or injury to any employee of Company will be cause for discharge without recourse to the grievance procedure of Title 102, of said Agreement, except as to the issue of whether such assault or threat occurred.
3. Mr. Roussell shall be required to pass the Arithmetic Computation Test and his failure to pass said test after the fourth attempt or within six months of the date of this Settlement and Release shall, in either event, be grounds for termination without recourse. A passing score is that required by an agreement dated March 1, 1969, between Company and Union to enter a Company apprenticeship.


As a further condition of the re-employment of Mr. R. L. Roussell, Union shall withdraw with prejudice Review Committee Case No. 1125, and Mr. Roussell hereby releases Company and Union from any and all claims, demands, actions or causes of action, known or unknown, before any court of law or Federal or State agency that may arise from or relate to his discharge from Company's employment on November 23, 1971. Mr. Roussell further agrees to withdraw with prejudice any and all claims or charges based on his discharge and presently on file with any Federal or State agency.

FURTHER, the undersigned understand and agree that the propriety or justification for Mr. Roussell's discharge on November 23, 1971 is disputed by the parties and this release and settlement is a compromise and shall not be construed as an admission of liability.

Dated: March 28, 1972

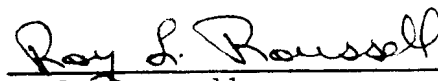
FOR COMPANY:


L. V. Brown
Chairman, Review Committee

FOR UNION:


L. N. Foss
Secretary, Review Committee

GRIEVANT:



R. L. Roussell

March 28, 1972

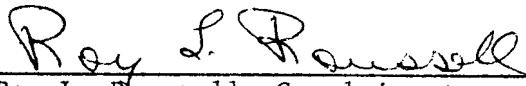
Fair Employment Practice Commission
455 Golden Gate Avenue, P. O. Box 603
San Francisco, California 94101

Re: FEP File No. 71-72 A7-324
Roy L. Roussell v. Pacific Gas and
Electric Company

Gentlemen:

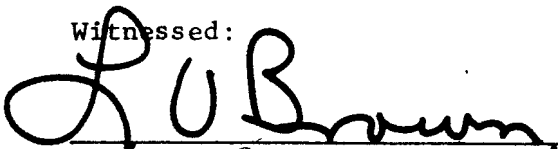
The dispute giving rise to the filing of the above-entitled complaint having been fully settled and compromised to the satisfaction of the parties thereto, you are hereby requested and directed to withdraw the above-entitled complaint with prejudice.

Very truly yours,



Roy L. Russell, Complainant

Witnessed:



Pacific Gas and Electric Company



Local 1245, I.B.E.W., AFL-CIO

