

REVIEW COMMITTEE**PG and E****IBEW** 

PACIFIC GAS AND ELECTRIC COMPANY
 245 MARKET STREET, ROOM 444
 SAN FRANCISCO, CALIFORNIA 94106
 (415) 781-4211, EXTENSION 1125

CASE CLOSED
LOGGED AND FILED

MAY 4 1981

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

D.J. BERGMAN, CHAIRMAN

REVIEW COMMITTEE DECISION

- DECISION
 LETTER DECISION
 PRE-REVIEW REFERRAL

General Construction Grievance No. 3-702-79-191
 Review Committee File No. 1495-80-21

Subject of the Grievance

The grievant, an Electrician in the General Construction Department, is requesting reimbursement, in accordance with Section 107.3(b) of the Physical Agreement, for his personal work tools which were stolen from his work area.

Facts of the Case

While working in a spreader room at Moss Landing Power Plant, the grievant left his work area to pick up a relay at the electrical repair shop. Rather than continuing to wear his tool belt and tool pouch, which contained the grievant's personal work tools, the grievant elected to place them, along with some Company equipment, in an unlocked terminal cabinet inside the spreader room. When the grievant returned 15 minutes later his tool belt, pouch and tools were gone. In requesting reimbursement for his stolen tools, the grievant believed that he had taken a reasonable amount of caution to protect his equipment.

Discussion

In reviewing Section 107.3(b) of the Agreement, the Review Committee noted that this Section basically applies to the Company's obligation to provide safe storage on the Company's premises or in a Company vehicle for an employee's personal tools which cannot be practicably transported daily to and from the employee's job headquarters. However, in certain previous cases, this Committee has interpreted this Section to include reimbursement for tools which are stolen from the job site. This interpretation, basically stated, is that when an employee is working on a job site and utilizes safe storage spaces as provided by Company or as may be designated by the supervisor in charge to store his personal tools, such as in a Company vehicle or secure cabinet, then if an employee's personal tools are stolen from that safe area, the employee will generally be reimbursed. This does not in any way alter an employee's obligation under Section 3.3 of the Physical Agreement to use his best efforts to protect either his or the Company's properties.

In the case at hand, the grievant on his own accord elected to utilize the unsecured and unauthorized terminal cabinet as a place of safe storage for his tools. Under these circumstances, the Review Committee does not agree that Section 107.3(b) of the Agreement provides reimbursement to the grievant for his stolen tools.

Decision

It is the decision of the Review Committee that a contractual violation did not occur in this case and, as such, the grievance is denied.

FOR COMPANY:

L. C. Beanland
F. C. Buchholz
J. B. Stoutamore
D. J. Bergman

By *D. J. Bergman*
Date 4-30-81

FOR UNION:

G. W. Abrahamson
W. H. Burr
P. Pelucca
R. W. Stalcup

By *Roger Stalcup*
Date 4-30-81