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APR 29 1974

**LOCAL 1245, I.B.E.W.****Sacramento Division Grievance No. D.Gr/C 6-73-5**  
**Overtime Work Done by Outside Contractor**  
**P-RC 47****April 26, 1974****MR. C. F. POTEET, Company Member**  
**Sacramento Division**  
**Local Investigating Committee****MR. A. E. SANDOVAL, Union Member**  
**Sacramento Division**  
**Local Investigating Committee**

The above-subject grievance has been discussed by the Pre-Review Committee prior to its docketing on the agenda of the Review Committee and is being returned to the Division for settlement in accordance with the following:

The Joint Statement of Facts indicates that the work performed on August 11 and 12 was contracted out to a PG&E employee who owns a backhoe. The owner of the backhoe was requested to provide an operator. The grievance is predicated on the alleged claim that the Company violated Title 208 of the Physical Agreement because a PG&E employee in another headquarters was used instead of the grievant. If the Joint Statement of Facts is correct and it was a contract job with the owner of the backhoe paying the operator, then there is no basis for the grievance. Simply, the provisions of the Labor Agreement are not applicable. However, this type of contracting is not recommended by the Company and, if possible, should be avoided in the future.

This case is considered closed and will not be docketed on the agenda of the Review Committee.

**L. V. BROWN****L. V. BROWN, Chairman**  
**Review Committee****DJBergman:mt****cc: SEHowatt**  
**IWBonbright**  
**RHTaylor**  
**LN Foss, IBEW**