

110.9 -Fire Brigade Premium.

Answers five questions related to when & to whom fire brigade premium is payable.



## REVIEW COMMITTEE

MAR 1 1 1993

IBEW



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**CASE CLOSED  
LOGGED AND FILED**

INTERNATIONAL BROTHERHOOD OF  
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D.J. BERGMAN, CHAIRMAN

**RECEIVED MAR 1 1 1993**

- DECISION
- LETTER DECISION
- PRE-REVIEW REFERRAL

### REVIEW COMMITTEE DECISION

**Geysers Power Plant Grievance No. GPP-91-29  
Review Committee Case No. 1748-92-19**

#### Subject of the Grievance:

This case concerns the eligibility of employees to receive the Fire Brigade premium during a wildfire that occurred at the Geysers on October 20, 21, and 22, 1991.

#### Facts of the Case:

During 1990 General Negotiations, the Company and Union added Section 110.9 to the Physical Agreement to provide for a premium for employees assigned to perform fire protection duties in the Steam and Nuclear Power Generation Departments.

On October 20, 21, and 22, 1991 a major wildfire occurred at the Geysers Power Plant. Although the California Department of Forestry was responsible for containment and suppression of the fire, PG&E employees were stationed at geothermal units to protect the Company's property from the fire. Due to the size and direction of the fire, a number of employees who were not Fire Brigade members were involved in fire suppression and related Fire Brigade duties.

#### Discussion:

The following questions concerning the intent of Section 110.9 are before the ~~Review~~ Review Committee.

1. Are Steam Generation employees who are not on the Fire Brigade entitled to the Fire Brigade Premium?
2. Do the provisions of Sections 212.2 and 212.3 apply to the emergency call out of employees to perform Fire Brigade duties?
3. In an emergency response, when do employees start and stop to receive the premium?
4. Are incidental duties performed during or after the actual fire eligible for premium pay?
5. Does the Senior Power Plant Operator that works the desk during the fire receive premium pay?

Decision:

The Review Committee has agreed to the following resolution of these issues.

1. Steam Generation employees who are not on the Fire Brigade are eligible for the premium if they are assigned fire protection emergency response duties.
2. The provisions of Sections 212.2 and 212.3 do apply when calling out employees for Fire Brigade duties. In the case at point, this issue is remanded to the Local Investigating Committee to determine if employees who live within the 30 minute response time applicable to emergency situations were bypassed.
3. Employees are eligible to receive the premium in an emergency response during the time they are actually involved in fire suppression and while traveling to a fire from another unit they are currently working at. Employees called out from home are not entitled to receive the premium for travel time from their home to the Geysers. Similarly, employees are not entitled to the premium during travel time home after an emergency response.
4. The following incidental duties in this case shall qualify for payment of the Fire Brigade Premium:
  - a. Clean up immediately after the fire, including rolling up hoses and cleaning fire suppression equipment.
  - b. Time spent by maintenance employees to fix a pump needed to fight the fire which was subsequently used by the same employees to fight the fire.

The following incidental duties shall not qualify for the Fire Brigade Premium:

- a. Subsequent clean up not performed immediately after suppressing a fire.
  - b. Delivery of food to employees involved in actual fire suppression.
5. A Senior Power Plant Operator responsible for calling out Fire Brigade members and coordinating fire suppression efforts while there is no Incident Commander on site shall be eligible to receive the premium until the Incident Commander takes charge of the situation.

This case is closed on the basis of the above.

FOR COMPANY:

William J. Eddy  
Ken Nata  
Lawrence F. Womack  
David J. Bergman

By *David Bergman*

Date 2-2-93

FOR UNION:

Pat Nickeson  
Fred H. Pedersen  
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Roger W. Stalcup

By *Roger Stalcup*

Date 2/23/93