STATE OF OREGON 2022-2024 Incident Resources Agreement – Type 2 CREWS Part B Additional Terms and Conditions *Resource Information & Rate Sheet* Hand Crew Manifest/Equipment Manifest Inspection Forms

General Description of Duties

The typical work of wildland fire suppression crews is performed utilizing hand tools to construct fire line and using power saws to clear brush. Firefighting crews are often called upon to help construct hose lays that bring water to the fire area. Once the fire has been contained, crews may perform mop-up operations. Type 2 firefighting crews may also be utilized as camp crews to assist in setting up and taking down fire camp, loading and unloading supplies, and completing various type of cleanup.

During the Term of the Agreement, the Resource Provider shall comply with these additional federal and state regulations:

Migrant and Seasonal Agricultural Worker Protection Act Oregon Bureau of Labor Farm/Forest Labor Contractors License

The Resource Provider shall furnish the following Additional Documentation to the appropriate Incident AGR upon arrival and Check-In at the Incident:

- ✓ Resource Order
- ✓ A copy of this Agreement (Part A and Part B for Type 2 Crews)
- ✓ An accurate Hand Crew Manifest Form
- ✓ Current Year NWCG approved Incident Qualification Cards (IQC) for all Crew Members
- ✓ A government issued photo identification document as described below.

Crew Standards, Position Qualification Requirements and Training

All Crew Members shall meet NWCG standards for wildland fire position qualifications as detailed in PMS 310-1.

Each Type 2 20-person **Crew** shall consist of the following categories of firefighters:

- 1 Crew Boss, Single Resource (CRWB)
- 3 Advanced Firefighter/Squad Boss (FFT1)
- 16 Firefighter Type 2 (FFT2) or higher level
- Each Crew shall have a minimum of three (3) Crew Members that are Qualified sawyers for chainsaw operations.
- Each sawyer under this Agreement shall be certified as Basic Faller (FAL3).
- Twenty percent (20%) of the Type 2 20-person **Crew Members** shall have completed one **Season** or more of documented firefighting experience.
- For **FFT1** and **CRWB** trainee positions, only three training positions are permitted for each 20-person **Crew** on each incident assignment.

Each Type 2 10-person **Crew** shall consist of the following categories of firefighters:

- 1 Crew Boss, Single Resource (CRWB)
- 2 Advanced Firefighter/Squad Boss (FFT1)
- 7 Firefighter Type 2 (FFT2) or higher level
- Each Crew shall have a minimum of two (2) Crew Members that are Qualified sawyers for chainsaw operation.

2023 Amended Version

- Each sawyer under this Agreement shall be certified as Basic Faller (FAL3).
- Thirty percent (30%) of the Type 2 10-person **Crew Members** shall have completed one **Season** or more of documented firefighting experience.
- For FFT1 and CRWB trainee positions, only one training position is permitted for each 10-person crew on each incident assignment.

Sawyers shall not perform as hazardous tree fallers while under this Agreement. Hazardous trees may include, but are not limited to fire weakened trees, cat-faced trees, leaners, stove pipes (hollowed out), hang-ups, snags with missing/loose/compromised tops.

All **Crew Members** provided under this Agreement shall complete annual training for RT-130 Basic Fireline Safety (including Fire Shelter Deployment) and arduous level Work Capacity Fitness Test (WCFT). Training shall be provided or approved by a certified recognized national or local firefighting training association or public education provider.

All **Crew Members** provided under this Agreement shall arrive at an Incident with a current year **IQC** that identifies the name, qualifications, and annual training completion dates for RT-130 Basic Fireline Safety (including Fire Shelter Deployment) and arduous level Work Capacity Fitness Test (WCFT).

All **Crew Members** shall carry a legal government (state or federal) issued photo identification document while **Under Hire**. The identification shall not be expired by more than 30 days. Documents which satisfy this requirement include a driver's license, passport, or government identification card. A student identification card is not acceptable. Both the **IQC** and the photo identification shall be available for inspection upon arrival at the Incident and upon request thereafter.

Prompt and efficient communications between **Crew Members** and Incident personnel are mandatory for safe and effective performance. At a minimum, all of the **Resource Provider's CRWBs** and **FFT1s** shall be proficient in the English language. In addition, the **CRWB** shall be proficient in all languages used by the **Crew**, and the **FFT1s** shall be able to communicate proficiently in any language used by the **Crew Members** they supervise. The **CRWB** and the **FFT1s** shall also be able to read the **IAP**, Safety Alerts, etc. and communicate the information contained therein to all **Crew Members**. All radio communication on **State**-assigned frequencies shall be in English.

Equipment Standards

Vehicles:

Vehicles used on an Incident shall be shown on the **Hand Crew Manifest Form. Crew** vehicles provided by the **Resource Provider** for **Crew** transportation may not provide any other service other than for the safe transport of the **Resource Provider's Crews** while **Under Hire**.

Sawyers, Chainsaws and Equipment:

Three (3) chainsaw kits are required for each 20-person **Crew**. Two (2) chainsaw kits are required for each 10-person Crew. Each kit shall consist of a chainsaw (minimum 24-inch Bar and 3.60 cubic inch size motor), chaps, extra chain, chainsaw wrench, and appropriate size round and flat sharpening files. A falling axe and falling wedges are required for bucking downed trees. The **Resource Provider** shall also provide hearing protection and chainsaw chaps to sawyers and ensure that they are worn during saw operations. The chaps shall meet requirements of ATSM F-1897 (current version). Chaps meeting Forest Service 6170-4 meet the ASTM standards and are acceptable. The chaps shall be in good condition and shall cover the full length of the thigh to 2 inches below the top of the boot on each leg to protect the legs from injury due to inadvertent and accidental contact with a moving power chainsaw.

Radios:

- The Resource Provider shall supply a minimum of four (4) multi-channel programmable hand-held radios, per crew (either 10 or 20 person), with one programming or cloning cable, if necessary, to facilitate communications between IMT personnel and the Crew. Authorized radios are listed on the NIFC Wildland Fire Communications link.
- Radios shall be capable of communicating within a frequency range from 148 MHZ to 174 MHZ on established federal and **State** frequencies.
- For each Crew, every supervisory position shall have a programmable hand-held radio. Resource Providers

shall have the capability to program their radios upon arrival and as may be required at the incident. The **Resource Provider** shall not use the firefighting frequencies or USFS frequencies for other than fire suppression activities.

• The **Resource Provider** shall comply with all <u>National Telecommunications and Information Administration</u> (NTIA) rules and regulations on all federal incidents and with all <u>Federal Communications Commission (FCC)</u> rules and regulations on **State** Incidents.

Hand Tools:

The **Resource Provider** shall ensure that each **Crew** arrives with the type and number of tools and equipment specified in the following Table. The **Resource Provider** shall ensure that the tools are operable, in good condition, and meet the following minimum standards. The **State** may allow 24 hours for the **Resource Provider** to replace equipment or resolve issues of non-compliance.

			TOOL COMBINAT	FION REQUIRED
HAND TOOLS			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinhart/ Hazel Hoe or McLeod	3 lb. Head	36" Handle	04	08
Pulaski	Head weight shall not be less than 3 lbs. 11 oz. nor more than 4 lbs. 2 oz.	36" Handle	05	10
Shovel	Size 0 or 1, Round Point	Long Handled	04	08
Chainsaw (For line construction only)	With Fuel & Oil and Kit	Minimum 24" bar	02	03
10-Person Belt First Aid Kit	ANSI # Z308.1 Current Standards		01	02
Fire Extinguishers	For each chainsaw – 8 oz. minimum		01 per chainsaw	01 per chainsaw
	capacity by weight For each Vehicle		01 per Vehicle	01 per Vehicle
	– UL rating of at least 4. BC			

Personal Protective Clothing (Shirt and Pants):

Each **Crew Member** shall have a minimum of two (2) full sets of fire-resistant shirts and pants certified to NFPA 1977 standards.

Compensation

- The State will not provide Subsistence for any Crew-day Under Hire of less than 8 hours.
- Travel time for under strength Crews or replacement of Crew Members will be paid as follows:
 - If a Crew arrives at an Incident without the required number of Crew Members, and the State chooses to hire the Crew, the Point of Hire will be the Incident and no travel time to the Incident will be paid. In addition, travel time to the Incident will not be paid for additional Crew Members necessary to complete a Crew. The State will pay return travel time for all Crew Members to return to the Point of Hire.

2023 Amended Version

- At time of dispatch, if the **State** accepts a **Crew** consisting of less than 20 persons (for a Type 2 20-person **Crew**) or less than 10 persons (for a Type 2 10-person **Crew**) and the approval is documented on the **Resource Order**, travel time for the **Crew Members** will be paid by the **State**.
- If a **Crew Member**, or **Crew** is terminated, quits, or otherwise is released from an incident for any reason, the **Resource Provider** is responsible for returning the **Crew Member** or **Crew** to the **Point of Hire** with a departure time from the Incident Command Post (ICP) within the time specified by the **AGR**. If the **Resource Provider** does not act in a timely manner (i.e., **Crew Member** does not depart from the ICP for return to **Point of Hire** within the specified time period), the **IMT** has authority to transport the **Crew Member** or arrange transportation for such **Crew Member** and to deduct all such transportation costs from the **Resource Provider's** compensation.

Special Circumstances

- Check-in time is compensable.
- Check-out time is not compensable.
- <u>Meal Periods</u> are non-compensable, with the exception that **Resources** on the fire line may be compensated for their meal period only if all of the following conditions are met:
 - ✓ The fire is not controlled,
 - ✓ The IMT Operations Section Chief decides that it is critical to the effort of controlling the fire that personnel remain at their post of duty and continue to work as they eat, and
 - ✓ The compensable meal break is approved by the **IMT** and is documented on the shift ticket.
 - In those situations where the **Resource** cannot be relieved from performing work and shall remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the shift ticket. Proper documentation includes a written **Statement**, such as "Paid Meal Break." If not documented, no meal period will be paid, and a meal break (if not shown) will be deducted from the total time submitted.
 - After control of the fire, a meal period of at least 30 minutes shall be ordered and taken for each work shift and shall be clearly shown on the shift ticket.
- <u>Shift Briefing</u> The **State** will only compensate the **Resource Provider** for the attendance of the CRWB at daily operational briefings. If a **Crew** is directed to a location for shift briefing during travel to an assignment, all **Crew** Members will be compensated while **On-Shift**, as documented on the shift ticket.
- <u>Shift Guarantee</u> The **Resource Provider** shall be paid a minimum guaranteed payment for each calendar day the **Crew** is **Under Hire**. The Guarantee Rate will be calculated as follows:
 - 8 hours x number of **Crew Members** x Hourly Rate from the **Resource Information & Rate Sheet**
 - For the first day of dispatch and last day when released from the Incident, the **Resource Provider** will be compensated for only the actual hours worked including travel time.
 - The minimum guaranteed payment does not apply if the Resource Provider cancels a confirmed dispatch at any time; or if the Resource Provider or the Crew is in default with the terms of the Agreement or if the Crew is unable to perform part or all of its designated shift/hours. In such event, only actual On-Shift hours will be paid.
- <u>Call-Back</u> The **State** shall compensate the **Resource Provider** for one (1) hour call-back time if **Resource** availability has been confirmed by the **Resource Provider** and is then canceled by the **State** before the **Resource** leaves the **Point of Hire**. Payment will be made on the basis of the verified **Crew** strength. If the **State** cancels the order while the **Resource** is in travel status, the **State** will compensate the **Resource Provider** according to the actual travel time (but no less than one (1) hour).
- <u>Noxious Weed Control</u> Time spent by the **Crew Member** performing this task is considered **On-Shift** time. (Not all **Crew Members** will be considered **On-Shift** if the task is not required while the **Crew** is in travel status.)
- <u>Severity/Preparedness Assignments</u> The Resource Provider will be compensated at the Hourly Rate contained in the *Resource Information & Rate Sheet* for each hour worked by each Crew Member when a Crew is (a) Under Hire and (b) On-Shift.

Dispatch and Assembly

Whenever there is a change of information on the **Hand Crew Manifest Form**, including an incident reassignment, a new **Hand Crew Manifest Form** listing the changes shall be presented to the appropriate Incident **AGR** (finance section, and ICPI if applicable).

The **Resource Provider** shall complete the **Hand Crew Manifest Form** as follows: Line 1 shall list the CRWB, lines 2, 11 and 20 shall list each **FFT1**. The **Hand Crew Manifest Form** shall contain only the 20 **Crew Members** assigned to the incident and shall at all times match the shift tickets submitted at the incident.

The **State** reserves the right to order or accept, 20-person **Crews** consisting of less than 20 persons, or 10-person **Crews** consisting of less than 10 persons, as specified at time of dispatch, and as documented on the **Resource Order**. The **Resource Provider** shall maintain agreed upon **Crew** strength until the **Crew** is released from the Incident by the **State**. At no time will a **Resource Provider** send a **Crew** without the required supervisory and sawyer positions as stated in this Agreement.

If at any time while assigned to an Incident, **Crew** strength is reduced to less than 20 **Crew Members** (or the number that was agreed upon at time of dispatch), the **State** may allow **Resource Provider** to continue working and to bring **Crew** strength back to the agreed upon number within 24 hours. During **Crew Member(s)** absence, the **Resource Provider** will be compensated only for each hour worked by each remaining **Crew Member** as listed on the shift ticket.

If **Crew** strength is not brought back to the agreed upon number within the time allowed or is reduced below 18, the State reserves the right to demobilize the **Crew** and may take additional steps as the **State** deems to be appropriate for the noncompliance.

Length of Assignment

Generally, **Crew** assignments are limited to 14 days or less, <u>exclusive of travel</u> from and to **DDL**, except for **Severity/Preparedness Assignments**. Time spent in staging and preposition status counts toward the 14-day limit, regardless of pay status. The **State's** normal practice will be to demobilize a **Crew** from an Incident after the fourteenth (14th) day of an assignment.

Upon demobilization, the **Crew** will return to its **DDL** for two mandatory days off. The days off shall occur immediately following the return arrival at **DDL** and be no less than 48 consecutive hours in length. The **Resource Provider** shall not replace **Crew Members** to avoid demobilization of a **Crew** for Length of Assignment requirements.

The **State** may not reassign the **Crew** and **Resource Provider** may not report that **Crew's** status as *Available* in IROC during the mandatory 48-hour rest period after the **Crew's** return to its **DDL**. The **State** may assign the **Crew** to a new Incident following the mandatory rest period. In such new assignments a new fourteen (14) days, not including the travel time to the Incident, will begin.

Crews are not entitled to paid days off upon release from an Incident. However, when **Crews** are directed to their **DDL** for days off while still **Under Hire**, the **State** may pay the Guarantee Rate as outlined in the Shift Guarantee section of this Agreement.

If **Resource Provider's Crews** are allowed or directed to take mandatory days off at an Incident camp or an assigned facility and the **Crews** choose not to use the facility, the Guarantee Rate will not apply.

Assignment Extension

The **State** may retain a **Crew Under Hire** after the fourteenth (14th) day of an assignment. Prior to extending **Resources** after the initial 14-day assignment, **Resource Provider** and the **State** shall consider health, readiness, and **Crew** capabilities; and shall endeavor not to unduly compromise the health and safety of Incident **Resources**. Assignments may be extended when life and property are imminently threatened, suppression objectives are close to being met, or replacement **Resources** are unavailable or have not yet arrived.

Upon completion of the standard 14-day assignment, an extension of up to an additional 14 days may be allowed (for a total of up to a maximum of 30 days, inclusive of mandatory days off, and exclusive of travel). Regardless of extension duration, two mandatory days off will be provided prior to the 22nd day of the assignment.

If a **Crew** is required to remain in camp, compensation while the **Crew** is on mandatory days off prior to the 22nd day of the assignment and while the **Crew** remains **Under Hire** will be the Guarantee Rate as outlined in the Shift Guarantee section of

ODF IRA 2022-2024

2023 Amended Version

Part B - Page C5 of C10

this Agreement. Assignments may be extended only upon a documented and signed Optional Extension Form. Upon demobilization, regardless of extension duration, the **Crew** shall return to its **DDL** for two mandatory days off.

Resource Information & Rate Sheet TYPE 2 FIREFIGHTING CREWS

Resource Provider / Company Name			Company Owner	(s)				
Mailing / Payment Address	City		State		Zip Code			
Email Address		Primary Contact		Position				
Primary Phone Number Secondary Ph	one	Other						
Is the mailing address and the Designated Dis	patch Location	(DDL) the same?	Yes No	lf no, th	ien complete:			
DDL Address	City		State		Zip Code			
Are you willing to be dispatched out of your local geographic area? Please check one: Yes No **Please indicate the distance (in miles) you are willing to travel or list 'ANY':								
Please complete an Attachment A: Resource Information & Rate Sheet form for each crew being submitted.								
10 Person CREW TYPE: Car	np Crew Option		Hourly Rate					

DO NOT submit Crew Member IQCs to the PCSU during the application process. All Crew Members will be subject to inspection of IQCs, and government issued photo identification upon arrival at an Incident.

Per Person

AUTHORIZATION: The undersigned acknowledges, attests, and certifies individually and on behalf of the Resource Provider that the information contained herein is true, accurate and complete, and the required supplemental documentation is attached. Any falsification, omission, or concealment may subject to liability. The Resource Provider is bound by and shall comply with all provisions, terms, conditions, and requirements of this Agreement, including all Addendums, Attachments and Exhibits, and is authorized to perform Services in the state of Oregon. The Resource Provider acknowledges that company and Resource performance history, industry durability and rates offered may affect dispatch priority order of resources.

Authorized Company Signature	Printed Name AND Title	Date
State Representative Signature	State Printed Name AND Title	Date

20 Person

HAND CREW MANIFEST FORM											
ORDERING UNIT INCIDENT NAME INCIDENT NUMBER RESOURCE NUMBER C-											
CONTRACTOR					AGREEMENT NUI	AGREEMENT NUMBER DESIGNATED DISPATCH LOCATION IRA				ION	
CONTRACTOR REPRES	SENTATIVE				CONTACT PHONE	Ξ:	REPORT	TO:			
	DEPARTURE	ETD		-	INTERMEDIATE				DESTINA		
PLACE		ETD		TA	PLACE			PLACE		ETD	ETA
CREW MEMI	BER NAME		М	F	CREW MEMBER NUMBER	INCIDENT POSITION	SAWYER	EMT		EXPERIEN B-R-Y Blue- Red-Y	
1									⊟Blu	e 🗌 Red	□Yellow
2.									□Blu	e □Red	Yellow
3.						Т			□Blu	e 🗌 Red	Yellow
4.						Т			⊟Blu	e 🗌 Red] Yellow
5.						Т			□Blu	e	_]Yellow
6.						Т			□Blu	e 🗌 Red	Yellow
7.						Т			□Blu	e ∏Red	Yellow
8.						Т			Blu	e	_]Yellow
9.						Т			Blu	e	Yellow
10.						Т			Blu	e 🗌 Red	_]Yellow
11.									□Blu	e 🗌 Red [] Yellow
12.						Т			Blu	e 🗌 Red []Yellow
13.						Т			Blu	e 🗌 Red	Yellow
14.						Т			Blu	e 🗌 Red	Yellow
15.						Т			Blu	e ∏Red ∣	Yellow
16.						Т			Blu	e 🗌 Red	Yellow
17.						Т			Blu	e 🗌 Red	Yellow
18.						Т			□Blu	e □Red ∣	Yellow
19.						Т			□Blue	e□Red	Yellow
20.									Blue	e □Red	Yellow
DRIVER AND VEHICLE INFORMATION Driver Name License Number/State MSPA Exp. Date Vehicle Make/Model Vehicle License No.											
SIGNATURE AND PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE DATE											

EXHIBIT II - EQUIPMENT MANIFEST / INSPECTION FORM

Incident Name/Number:		/	
Crew Name:		Agreement #:	C-
Hand Crew Manifest: Yes	No	Number of Employees:	

Crew Personnel (check each person for the following): Government Photo ID and employee **Incident Qualification Card**, Vehicles

PPE - 8" High Leather Lug Sole Boots, Helmet w/Chinstrap, Leather Gloves, Eye Protection, Head Lamp w/batteries, 2 liters of Water, Fire Shelter, Flame Resistant Pants/Shirts (2 each)

	Section I – Power Saws							
		Person	Crews	Pre-Use	Release			
		10	20	#	#			
Chainsaws (F 4.1)		2	3					
A – Make/Model	Serial #							
B – Make/Model	Serial #		7.					
C – Make/Model	Serial #			77				
D – Make/Model	Serial #							
E – Make/Model	Serial #							
Pre-Use Visible Parts Not Broken*		A	В	C D	E			
Visible Nuts and Bolts Tight								
Oil in Gear Case and Chain Oiler								
Cutting Bar: Straight, Chain in Good Condition*								
Functioning Chain Break*								
Exhaust System and Spark Arrester*								
Motor: Idles Evenly, Runs Smoothly, Satisfactory	Power				4			
Gas/ <mark>Oil fo</mark> r First Shift								
Chaps, Extra Chain, Chainsaw Wrench, File, Ear P	rotection							
Fire Extinguisher for Saws (8 oz. minimum)		Yes _		No				
*Safety Item – Do not accept until brought into compliance. Section II – Equipment Programmable Hand Held Radios (F 4.3)								
A – Make/Model	Serial #							

	Seriari
B – Make/Model	Serial #
C – Make/Model	Serial #
D – Make/Model	Serial #
E – Make/Model	Serial #

Section II - Equipment (cont.)

	Persor	n Crews	Pre-Use	Release
	10	20	#	#
(F 4.2) Combi/Reinhardt/Hazel Hoe/McLeod - 3 lb head, 36" handle	4	8		
Pulaski - 3 lb 11 oz - 4 lb 2 oz head, 36" handle	5	10		
Shovel - Size 0 or 1	4	8		
10-person Belt First Aid Kit	1	2		
Programmable Hand Held Radios	3	4		
Radio Programming Cloning Cable, if needed	1	1		

Additional pages may be attached, as necessary, for any additional Equipment.

**If mechanical inspection is done by Ground Support, no need to complete items below.

	А	В	С	D		А	В	С	D
1. Gauges and Lights*					13. Steering*				
2. Seat Belts*					14. Brakes*				
3. Glass and Mirrors*					15. 4-Wheel Drive: Check gear boxes, leaks				
4. Wipers and Horn*					16. Drive Line U-Joints: Check for looseness				
5. Clutch Pedal: Proper adjustment*					17. Springs and Shocks*				
6. Cooling System: Check radiator and hoses					18. Differential: Check for leaks				
7. Oil Level and Condition: Full and clean					19. Exhaust System*				
8. Battery: Check for corrosion, loose					20. Frame*				
terminals, hold downs					21. Tires and Wheels*				
9. Fuel System*					22. Body and Interior Condition: Describe				
10. Electrical System: Generator and starter working					damage in Remarks section				
11. Engine Running: Check for knocks and leaks					23. Emergency Equipment* - 10-person first aid kit,				
12. Transmission: Check for leaks					fire extinguisher, shovel, pulaski				

*Safety Item – Do not accept until brought into compliance.

Remarks

Pre-Use	Pass	Fail	Remedy:			
Date:				Time:	In:	Out:
Company Rep Sign	nature:			Title:		
Company Rep Prin	it:			Cell #:		
Inspector (Print):				Title:		
Release						
No Damage/No Cla	aim					
Date:				Time:		
Company Rep.:				Title:		
Inspector (Print):				Title:		