

# Incident Resource Agreement (IRA) Compensation Guide

## Compensation

Compensation rates include all labor, materials, equipment, services, transportation, taxes, fees, insurance, overhead and administration and any other cost, fee or expense of any type or description incurred by the vendor.

No compensation for equipment support, tool sharpening, equipment maintenance, invoice reconciliation, laundry services, or any off-shift activities related to readiness.

Meal periods of at least 30 minutes shall be taken for each work shift and clearly recorded on daily shift ticket unless each of the following criteria apply:

1. The fire is not controlled (contained),
2. The IMT OSC 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
3. The compensable meal break is approved by the IMT and is documented on the shift ticket.

Check-in time is compensable.

Check-out time is not compensable.

For the first day of dispatch and the last day when released from an incident, the vendor will be compensated only for actual hours worked and including travel time.

If a vendor is held until morning before being notified of demobilization, vendor time is compensable until demob process begins.

Shift Guarantee (except first and last day) vendor shall be paid a minimum of 8 hours guaranteed payment for each calendar day the resource is under hire unless the resource is in default with the terms of the IRA or unable to perform part or all of its designated shift/hours. In such an event, only actual On-Shift hours will be paid.

Daily Rate payment shall be made based on a minimum of eight hours of On-Shift work time per day, between 0001 and 2400 hrs. On-Shift work time under eight hours shall be paid at half (1/2) the agreed upon daily rate.

Extended-Shift time for equipment shall be paid 165% of the agreed upon daily rate if worked eighteen hours or more, in a single day, between 0001 and 2400 hrs.

Double-Shift Rate option for equipment is staffed with two operators for a 24-hour period, from 0100-2400 hrs. (Two 12-hour shifts with separate operators for day shift and night shift) and must be

documented on RO. The Double-Shift Rate is paid 165% of the agreed upon Daily Rate.

### **Transports**

Transports shall be considered released once the heavy equipment has been unloaded UNLESS it has been retained with documentation.

Stand-alone transports ordered under a separate, singular resource, shall be paid for the entire duration while under hire.

Transports shall have the same pricing for all transports under the same company. One rate for all transports with GVRW over 10K tons, and one rate for all transports with GVRW under 10K tons.

Transports hauling multiple pieces of equipment shall only be paid based on actual hours worked. Single transport shall not be paid the rate multiple times for each piece of equipment hauled.

### **Subsistence**

Vendor shall ensure each resource has adequate food and drink during travel to the incident and until end of the first shift worked at no expense to the state.

The state may require each resource to arrive with adequate food and drink for the first three days (72 hrs.) as documented on the RO. The vendor will be compensated for subsistence after the end of the first shift worked.

If available, the state shall provide subsistence after the first shift worked if the resource is not released to their Point-of-Hire and is required to stay in fire camp. If the resource is allowed or directed to return to its Point-of-Hire during off-shift time, the state will not provide subsistence.

If a resource is ordered to be self-sufficient for an assignment, as documented on the RO, the state will not provide subsistence, instead the vendor will be compensated for subsistence after the end of the first shift worked, in accordance with GSA per diem meal/incidental rates. Daily breakfast, lunch and dinner rates are compensated in accordance with the [Oregon Accounting Manual](#), and the chart below:

- Breakfast 25% of GSA Meal/Incidental per diem rate
- Lunch 25% of GSA Meal/Incidental per diem rate
- Dinner 50% of GSA Meal/Incidental per diem rate

For travel time exceeding work/rest standards or daily driving limitations, or where no fire camp is available and the state determines that commuting is uneconomical, the state will either furnish subsistence, direct the resource to a designated facility, or provide an additional payment based on GSA per diem rates, or actual lodging expenses, whichever is lower. Lodging expenses are paid based on double occupancy at a hotel/motel or other commercial facility. Any lodging listed on a vendor's invoice shall be accompanied by receipts.

### **Travel Time**

Compensable travel time via ground transportation will be calculated by dividing distance (from Point-of-Hire to incident, and either return to Point-of-Hire or Incident to Incident if reassigned) by travel

speed of 45 mph. Meal and rest breaks are included in the 45-mph calculation. Expected arrival time at the incident will be determined by the state at the time of dispatch. Return travel time will be determined by the state at the time of release from the incident.

The state will not pay return travel time to the Point-of-Hire upon release or removal of a resource from an incident resulting from the vendor or resource's default of the terms and conditions of the IRA, or if the vendor fails to correct violations at the incident following a notice and a request to correct by the state.

If a fire camp is not accessible and a resource is directed to commute to the incident from its Point-of-Hire on a daily basis, the state shall pay for daily travel to and from the incident.

Upon reassignment, the host unit responsible for the incident **TO** which the resource is traveling will pay the vendor for travel time between incidents. The vendor shall make available a copy of the last-day documentation (invoice) from the previous incident to the receiving incident's finance section.

### **Vehicle Cleaning for Noxious Weed Control**

When directed by the incident, resources shall clean their vehicle(s) to remove noxious weed seeds. Time spent by a resource performing this task is considered On-Shift time. The state normally provides cleaning facilities, however, if the state requires use of commercial facilities, the state will reimburse the vendor for actual costs based on the written receipts.

\*Crews: 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.)

### **Timekeeping**

- Time shall be recorded using 24-hour military time (0001-2400), rounding time to the nearest quarter-hour.
- Shift tickets shall be the official payment document and need to be fully completed at the end of each shift. No payment shall be made for incomplete shift tickets or unauthorized work time. Shift tickets shall be signed by both the resource and agency supervisor.
- The agency supervisor is responsible for authorizing time and turning in shift tickets to the incident's timekeeping unit.
- Separate shift tickets are required for each piece of equipment.
- Shift ticket shall list the names of all individuals deployed or utilized with each resource.

### **Compensation (Crew Specific)**

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. Additionally, 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.
- 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) as documented on the RO, travel time for the crew members will be paid.

Shift Briefing – The state will only compensate the vendor 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.

### **Compensation (Equipment Specific)**

Compensation rates provided by vendor on the *Resource Information and Rate Sheets* are understood to be 'Wet' Rates, and shall include any equipment, qualified operators, drivers, fuel, and any required maintenance. Payment shall be at rates specified (unless specified by 'Exceptions' as listed below) and shall be in accordance with the following:

Daily Rates shall apply when equipment is ordered and On-Shift, including the relocation of equipment under its own power. On-Shift includes time the equipment (with operator) worked, is held or directed to be in a state of readiness, time that the operator(s) spend at daily operational briefings, check-in time, and compensable travel that has a specific start and end time.

#### **Exceptions**

- If a lowboy delivers a piece of equipment to an Incident, and if two operators arrive and stay with the lowboy and equipment (dozer, skidger, etc.), then both the lowboy and the equipment shall be paid their full daily rate for the day of transportation (unless under eight (8) hours of On-Shift time or the lowboy is released).
- If only 1 operator arrives with the lowboy and the equipment, (i.e., one person operating the lowboy and the equipment) the equipment cannot be paid during transport.
- If the equipment is being operated and the lowboy has been instructed to stay at the incident, the lowboy cannot be paid while the equipment is operating. While checking in, with only one operator, the lowboy shall be paid for that On-Shift time, not the piece of equipment.
- The equipment shall begin receiving payment once it begins its On-Shift time on the line. Once a piece of equipment is delivered and unloaded at the incident, the lowboy shall either be ordered to stay at the incident or released. If ordered to stay at the Incident, the lowboy (with operator) shall be paid at full rate (unless under eight (8) hours of On-Shift time). The lowboy shall be documented on its own shift ticket. If the lowboy has been released from the incident, but the vendor elects to keep it at the incident location, no payment shall be made for time that the lowboy is in release status.
- If the vendor withdraws equipment, operators, or both prior to being released by the state, no further payment shall accrue, and the vendor shall bear the costs of returning equipment, operators, or both to the Point of Hire.

### **Invoicing and Payment**

Payments shall be made to the vendor by the state incident host unit listed on the RO.

### **Method of Payment**

Vendors shall be registered in the OregonBuys system to receive payment.

The state will make a lump-sum payment once all documents have been received and audited. At Type1/Type 2 Incidents, an invoice is typically generated at the incident for time On-Shift. For all other Incidents, the vendor shall generate an invoice and send the invoice to the Incident host unit for payment. The vendor is responsible for assuring that all invoices are received by the state within ninety (90) days of the services provided.

Unless specifically stated elsewhere in the IRA, the cost of any supplies, maintenance, or materials,

including non-returned cache items, provided for the vendor by the state shall be deducted from the payment to the vendor.