

**Oregon Department of Forestry**  
**Incident Resource Agreement**  
**2026-2029**



**Appendix Three (3) – TYPE 2 FIREFIGHTING CREWS / CAMP CREWS**  
**RESOURCE DUTIES, QUALIFICATIONS, COMPENSATION, &**  
**INVENTORY**

## TABLE OF CONTENTS

A.1	General Description of Duties	Page 3
A.2	Crew Configuration and Minimum Staffing	3
A.3	Qualifications, Experience, and Training	3
A.4	Sawyer Requirements and Limitations	4
A.5	Documentation and Identification	4
A.6	Communication and Language Proficiency	5
A.7	Equipment and Tool Standards	5
A.8	Inspection and Compliance	8
B.1	Dispatch Authority and Resource Orders	9
B.2	Hand Crew Manifest Format	9
B.3	Crew Strength Maintenance	10
B.4	Understrength Crews and Travel Compensation	10
B.5	Crew Member Release, Termination, and Return Travel	11
B.6	Length of Assignment	11
B.7	Mandatory Days Off	11
B.8	Assignment Extensions	12
B.9	Compensation During Mandatory Days Off	12
C.1	Inspection Authority	13
C.2	Identification of Non-Compliance	13
C.3	Corrective Action and Remedy Periods	14
C.4	Suspensions, Demobilization, and Removal from Service	14
C.5	Impact on Compensation	14
C.6	Documentation of Non-Compliance	15
C.7	Progressive Remedies and Administrative Action	15
C.8	No Waiver	15
C.9	Voluntary Disclosure and Self-Reporting	16
C.10	Effect of Self-Reporting	16
D.1	Rates and Compensation	17
D.2	Shift Lengths and Operational Periods	18
D.3	Meal Periods	18
D.4	Shift Briefings	19
D.5	Call-Backs	19
D.6	Severity and Preparedness Assignments	19
D.7	Timekeeping and Documentation Requirements	19
D.8	Audit and Adjustment	20
D.9	Non-Compliant Timekeeping	20
E.1	Safety Authority and Priorities	20
E.2	Work / Rest Requirements	20
E.3	Fitness for Duty	21
E.4	IMT Operational Control and Supervision	21
F.1	Inventory and Equipment Requirements	21

## **SECTION A – SCOPE OF WORK AND RESOURCE REQUIREMENTS**

### **A.1 - General Description of Duties**

#### A.1.1 – Scope of Work

Type 2 Firefighting Crews perform wildland fire suppression and support activities under the direction of the Incident Management Team (IMT) or Agency Representative (AGR). Typical duties include, but are not limited to:

- a) Construction of fireline using hand tools and powered chain saws;
- b) Installation and support of hose lays and water delivery systems;
- c) Mop-up, patrol, and suppression repair activities following containment; and
- d) When ordered, support functions such as fire camp set up and tear down, supply handling, logistics support, and site cleanup.

#### A.1.2 – Performance Standards

All work will be performed in accordance with the Incident Action Plan (IAP), applicable safety plans, and all State and federal wildland fire standards.

### **A.2 – Crew Configuration and Minimum Staffing**

#### A.2.1 – Twenty (20)-Person Type 2 Crew Configuration

Each 20-person Type 2 Crew consists of, at a minimum:

- a) One (1) Crew Boss, Single Resource (CRWB)
- b) Three (3) Advanced Firefighters / Squad Bosses (FFT1); and
- c) Sixteen (16) Firefighter Type 2 (FFT2) or higher qualified personnel.

#### A.2.2 – Ten (10)-Person Type 2 Crew consists of, at a minimum:

- a) One (1) Crew Boss, Single Resource (CRWB);
- b) Two (2) Advanced Firefighters / Squad Bosses (FFT1); and
- c) Seven (7) Firefighter Type 2 (FFT2) or higher qualified personnel.

A.2.3 – At no time will a Crew be dispatched or operate without the required supervisory positions and minimum sawyer staffing as specified in this Agreement.

### **A.3 – Qualifications, Experience, and Training**

#### A.3.1 – Training Requirement

All Crew Members are required to meet NWCG qualification standards as outlined in PMS 310-1 for their assigned positions.

#### A.3.2 – Experience Requirements

Each Crew will maintain the following minimum experience thresholds:

- a) Twenty percent (20%) of a 20-person Crew has completed one (1) season or more of documented wildland firefighting experience;
- b) Thirty percent (30%) of a 10-person Crew has completed one (1) season or more of documented wildland firefighting experience.

#### A.3.3 – Training Requirements

All Crew Members are required to complete, annually:

- a) RT-130 Basic Fireline Safety Training, including Fire Shelter Deployment; and
- b) An arduous-level Work Capacity Fitness Test (WCFT)

#### A.3.4 – Training Sources

All training is to be provided or approved by a recognized national or local wildland fire training organization or public education provider.

### **A.4 – Sawyer Requirements and Limitations**

#### A.4.1 – Minimum Personnel

- a) Each 20-person Crew is required to provide a minimum of three (3) qualified sawyers; and
- b) Each 10-person Crew is required to provide a minimum of two (2) qualified sawyers.

#### A.4.2 – Certification Requirements

All sawyers are to be certified at the Basic Faller (FAL3) level or higher.

#### A.4.3 – Duty Limitations

Sawyers operating under this Agreement may not perform hazardous tree felling. Hazardous trees include, but are not limited to, fire-weakened trees, snags, hang-ups, stove pipes (hollowed out), leaners, cat-faced trees, or trees with compromised tops.

### **A.5 – Documentation and Identification**

#### A.5.1 – Check-in Requirements

Upon arrival and check-in at an Incident, the Resource Provider will furnish the following to the appropriate Incident AGR:

- a) Resource Order;
- b) A complete copy of the Executed Agreement;
- c) An accurate Hand Crew Manifest Form;
- d) Current-year NWCG Incident Qualification Cards (IQCs) for all Crew Members; and
- e) A valid government-issued photo identification for each Crew Member.

#### A.5.2 – Expired Identification

Photo identification is to be state or federally issued, not expired by more than thirty (30) days, and available for inspection upon arrival and upon request thereafter.

### **A.6 – Communication and Language Proficiency**

#### A.6.1 – Communication

Prompt and effective communication between Crew Members and Incident personnel is mandatory.

#### A.6.2 – Language Requirements

At a minimum:

- a) All CRWBs and FFT1s are required to be proficient in English;
- b) The CRWB must be proficient in all languages spoken by the Crew; and
- c) FFT1s must be able to communicate effectively with the Crew Members they supervise.

#### A.6.3 – Written Communications

Supervisory personnel must be able to read and interpret the IAP, Safety Alters, and other Incident documentation and relay that information accurately to Crew Members.

#### A.6.4 – Radio Communications

All radio communications on State-assigned frequencies must be conducted in English.

### **A.7 – Equipment and Tool Standards**

#### A.7.1 – Condition Requirements

The Resource Provider will ensure that all equipment, tools, vehicles, communications equipment, and personal protective equipment (PPE) required under this Agreement are provided, operable, properly maintained, and available for inspection upon arrival and at any time while Under Hire. All equipment must meet or exceed applicable federal, state, NWCG, and Incident standards.

### A.7.2 – Vehicles

Crew transport vehicles must be used solely for the transportation of the Resource Provider's Crew while Under Hire and must not be used for other services.

#### A.7.2.1 – Vehicle Use

Vehicles provided by the Resource Provider for Crew transportation will be used solely for the safe transport of the Resource Provider's Crews while Under Hire and will not perform any other service or function.

#### A.7.2.2 – Hand Crew Manifest

All vehicles utilized on an Incident are to be listed on the Hand Crew Manifest Form.

#### A.7.2.3 – Operational Requirements

Vehicles must be safe, operable, and compliant with all applicable state and federal motor vehicle laws and regulations.

### A.7.3 – Sawyers, Chainsaws, and Associated Equipment

#### A.7.3.1 – Required Chainsaws

Each Crew will provide the following minimum number of chainsaw kits:

- a) Three (3) chainsaw kits for each twenty (20) person Crew;
- b) Two (2) chainsaw kits for each ten (10) person Crew

#### A.7.3.2 – Chainsaw Inventory

Each chainsaw kit must include, at a minimum:

- a) One (1) chainsaw with a minimum 24-inch bar and a minimum 3.60 cubic inch engine;
- b) Chainsaw chaps;
- c) Extra chain;
- d) Chainsaw wrench, and
- e) Appropriate round and flat sharpening files.

#### A.7.3.3 – Falling Axes and Wedges

A falling axe and falling wedges are to be provided for bucking downed trees.

#### A.7.3.4 – Hearing Protection

The Resource Provider must provide hearing protection and chainsaw chaps to all sawyers and must ensure required PPE is worn during saw operations.

#### A.7.3.5 – Chaps

Chainsaw chaps are required to:

- a) Meet current ASTM F1897 standards;
- b) Be in good condition; and
- c) Cover the full length of the thigh to no more than two (2) inches above the top of the boot on each leg.

Chainsaw chaps meeting U.S. Forest Service Specification 6170-4 are acceptable and meet ASTM requirements.

#### A.7.4 – Radios and Communications Equipment

##### A.7.4.1 – Quantities

The Resource Provider will supply a minimum of four (4) multi-channel, programmable hand-held radios per Crew (either 10- or 20-person), with at least one (1) programming or cloning cable if required.

##### A.7.4.2 – Radio Frequencies

Radios must be capable of operating within the frequency range of 148 MHz to 174 MHz on established federal and State frequencies.

##### A.7.4.3 – Supervisors

Each supervisory position is required to be equipped with a programable hand-held radio.

##### A.7.4.4 – Ability to Program

The Resource Provider will have the capability to program radios upon arrival at the Incident and as operational needs change.

##### A.7.4.5 – Authorized Frequencies

Firefighting and U.S. Forest Service frequencies are to be used only for authorized fire suppression and Incident-related communications.

##### A.7.4.6 – Regulations

The Resource Provider must comply with:

- a) National Telecommunications and Information Administration (NTIA) rules and regulations on federal Incidents; and
- b) Federal Communications Commission (FCC) rules and regulations on State Incidents.

### A.7.5 – Hand Tools

#### A.7.5.1 – Hand Tool Quality

The Resource Provider will ensure that each Crew arrives with the type and quantity of hand tools specified below. All tools must be operable, in good condition, and meet the minimum standards of this Agreement.

#### A.7.5.2 – Remedy Allowance

The State may allow up to twenty-four (24) hours to remedy equipment deficiencies identified during inspection. Failure to correct deficiencies may result in rejection, suspension, or demobilization of the Resource.

### A.7.6 – Personal Protective Clothing (PPE)

#### A.7.6.1 – Quantity

Each Crew Member will be equipped with a minimum of two (2) complete sets of fire-resistant shirts and pants certified to NFPA 1977 standards.

#### A.7.6.2 – Quality

Personal protective clothing must be serviceable, properly fitted, and worn in accordance with the IAP and all safety directives.

## **A.8 – Inspection and Compliance**

### A.8.1 – Inspection

All Crews, personnel, PPE, and equipment are subject to inspection upon arrival and at any time while Under Hire.

### A.8.2 – Sanctions

The State reserves the right to refuse, suspend, or demobilize any Crew or Resource found to be non-compliant with the terms of this Agreement.

### A.8.3 – Applicable Laws

The Resource Provider must comply with all applicable federal and state laws, including but not limited to:

- a) [Migrant and Seasonal Agricultural Worker Protection Act](#)
- b) [Oregon Bureau of Labor Farm/Forest Labor Contractors License](#)

## **SECTION B – DISPATCH, STAFFING, AND ASSIGNMENT REQUIREMENTS**

### **B.1 – Dispatch Authority and Resource Orders**

#### **B.1.1 – Resource Orders**

All Crews must be dispatched only upon issuance of a valid Resource Order by the State or its authorized dispatch center.

#### **B.1.2 – Dispatch Priority**

Dispatch of Crews are based on Incident needs, operational objectives, availability, proximity, qualifications, past performance, and other factors as determined by the State.

#### **B.1.3 – Duration of Assignment**

The issuance of a Resource Order does not guarantee duration of assignment or minimum number of operational shifts beyond those specified in this Agreement.

### **B.2 – Hand Crew Manifest Format**

#### **B.2.1 – Requirement of Hand Crew Manifest**

The Resource Provider must submit a complete and accurate Hand Crew Manifest Form upon arrival and check-in at each Incident.

#### **B.2.2 – Format**

The Hand Crew Manifest Form is required to:

- a) List the Crew Boss (CRWB) in position one (1);
- b) List Advanced Firefighters (FFT1) in designated supervisory positions; and
- c) Reflect only the Crew members assigned to the Incident.

#### **B.2.3 – Documentation Consistency**

The Hand Crew Manifest Form must, at all times, match the Shift Tickets submitted for payment.

#### **B.2.4 – Changes in Personnel**

Any change in Crew composition, including reassignment, replacement, or reduction in staffing, requires submission of a revised Hand Crew Manifest Form to the Incident AGR prior to the start of the next operational period.

### **B.3 – Crew Strength Maintenance**

#### **B.3.1 – Shortage in Personnel**

The State may order or accept Crews consisting of fewer than the standard twenty (20) or ten (10) personnel when expressly approved at the time of dispatch and documented on the Resource Order.

B.3.2 – The Resource Provider will maintain the agreed-upon Crew strength for the duration of the assignment unless otherwise approved by the State.

B.3.3 – If Crew strength is reduced below the agreed-upon number while assigned to an Incident, the State may allow up to twenty-four (24) hours to restore Crew strength to the approved level.

B.3.4 – During any period of reduced Crew strength, compensation will be limited to actual hours worked by the remaining Crew Members as documented on the Shift Ticket.

B.3.5 – If Crew strength is not restored within the allowed timeframe, or if Crew strength is reduced below minimum operation thresholds, the State may demobilize the Crew and pursue additional remedies for non-compliance.

### **B.4 – Understrength Crews and Travel Compensation**

#### **B.4.1 – Acceptance of Understaffed Crew**

If a Crew arrives at an Incident with fewer Crew Members than required and the State elects to hire the Crew:

- a) The PoH will be the Incident; and
- b) Travel time to the Incident is not compensable.

#### **B.4.2 – Travel Time**

Time travel for replacement Crew Members necessary to complete the Crew is not compensable.

#### **B.4.3 – Return Travel Time**

Return travel time for all Crew Members to the PoH is compensable in accordance with this Agreement.

#### **B.4.4 – Compensable Travel Time**

When the State knowingly accepts an understaffed Crew at the time of dispatch and such acceptance is documented on the Resource Order, travel time for Crew members is compensable.

## **B.5 – Crew Member Release, Termination, and Return Travel**

### **B.5.1 – Release from Incident**

If a Crew Member or Crew is terminated, quits, or is otherwise released from an Incident for any reason, the Resource Provider is responsible for returning the Crew Member or Crew to the PoH within the timeframe specified by the AGR.

### **B.5.2 – Timeline Compliance**

Failure to comply with departure timelines may result in the Incident IMT arranging transportation and deducting all associated costs from amounts otherwise due to the Resource Provider.

## **B.6 – Length of Assignment**

### **B.6.1 – Assignment Duration**

Crew assignments will generally be limited to fourteen (14) days or less, exclusive of travel from and to the DDL, except for Severity or preparedness assignments.

### **B.6.2 – Staging, Preposition, and Readiness Status**

Time spent in staging, prepositioning, or readiness status counts toward the fourteen (14) day assignment limit, regardless of pay status.

### **B.6.3 – End of Assignment**

The State's normal practice is to demobilize Crews following the fourteenth (14<sup>th</sup>) day of an assignment.

## **B.7 – Mandatory Days Off**

### **B.7.1 – Duration**

Upon demobilization, Crews are to return to their DDL for two (2) mandatory days off, consisting of no less than forty-eight (48) consecutive hours.

### **B.7.2 – Replacement Personnel**

Crew Members will not be replaced to avoid compliance with mandatory days off requirements.

### B.7.3 – IROC Availability

During the mandatory days off, the Crew is not be reported as 'AVAILABLE' in IROC.

## **B.8 – Assignment Extensions**

### B.8.1 – Operational Requirements

The State may extend a Crew assignment beyond fourteen (14) days when operational needs require. 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.

### B.8.2 – Determinations

Prior to approving an extension, the State and Resource Provider will consider Crew health, readiness, and operational capability of the Crew.

### B.8.3 – Extension Parameters

Assignment extensions are required to:

- a) Be documented on an approved Operational Extension Form; and
- b) Not exceed an additional fourteen (14) days, for a maximum of thirty (30) total days, inclusive of mandatory days off and exclusive of travel.

Regardless of the extension duration, two (2) mandatory days off will be provided prior to the twenty-second (22<sup>nd</sup>) day of the assignment.

## **B.9 – Compensation During Mandatory Days Off**

### B.9.1 – On-Site R&R

When a Crew is directed to remain in camp or at an assigned location during mandatory days off while still Under Hire, compensation will be paid at the applicable Guarantee Rate.

### B.9.2 – Return to PoH R&R

If the Crew is allowed or directed back to DDL, travel compensation will be paid at the applicable Daily Rate.

### B.9.3 – Elect to Travel

If the Crew is directed to remain in camp or at an assigned location during the mandatory days off, but elects to return to DDL, travel compensation will be paid in lieu of the Guaranteed Rate.

## **SECTION C – INSPECTION, NON-COMPLIANCE, AND REMEDIES**

### **C.1 – Inspection Authority**

The State, through the IMT, AGR, or other authorized personnel, may inspect Crews, personnel, equipment, documentation, and operations upon arrival, during check-in, and at any time while Under Hire.

#### **C.1.1 – Inspections**

Inspections may include, but are not limited to:

- a) Verification of personnel qualifications, Incident Qualifications Cards (IQS), and government-issued photo identification;
- b) Review of Hand Crew Manifest Forms and Shift Tickets for accuracy and consistency;
- c) Inspection of tools, equipment, personal protective equipment (PPE), radios, and vehicles; and
- d) Evaluation of compliance with the IAP, safety plans, and operational directives.

#### **C.1.3 – Cooperation and Remedy**

The Resource Provider will provide full access and cooperation during inspections and must immediately address identified deficiencies when directed.

### **C.2 – Identification of Non-Compliance**

#### **C.2.1 – Inclusions**

Non-compliance includes, but is not limited to:

- a) Failure to meet minimum Crew configuration, staffing, or qualifications requirements;
- b) Inaccurate, incomplete, or falsified documentation, including manifests, IQCs, or Shift Tickets;
- c) Use of unqualified, unapproved, or undocumented personnel;
- d) Failure to provide or maintain required tools, equipment, PPE, or communications equipment;
- e) Unsafe operations or failure to follow the IAP, safety plans, or IMT direction;
- f) Failure to correct deficiencies within the timeframes specified by the State; or
- g) Any other violations of the terms and conditions of this Agreement.

#### **C.2.2 – Reporting**

Non-compliance may be identified through inspection, operational observation, documentation review, incident reporting, or self-reporting.

### **C.3 – Corrective Action and Remedy Periods**

#### C.3.1 – Correction Allowances

Unless otherwise directed, the State may allow the Resource Provider up to twenty-four (24) hours to correct deficiencies as it pertains to equipment, documentation, or staffing that do not pose an immediate safety risk.

#### C.3.2 – Compensation Limitations

- a) During any corrective action period, compensation may be limited to actual hours worked by complaint personnel and equipment.
- b) During any corrective action period, compensation may be limited to actual hours worked by compliant personnel and equipment.

### **C.4 – Suspension, Demobilization, and Removal from Service**

#### C.4.1 – Sanctions

The State may suspend, demobilize, or remove a Crew or individual Crew Members from service for:

- a. Failure to correct identified deficiencies;
- b. Repeated or material non-compliance;
- c. Unsafe acts or conditions; or
- d. Misrepresentation of qualifications, experience, or documentation.

#### C.4.2 – Demobilization or Removal

Demobilization or removal from service may occur immediately when the State determines continued operation poses a safety, operational, or compliance risk.

#### C.4.2 – Cost Deductions

Cost associated with demobilization resulting from non-compliance, including transportation arranged by the State, may be deducted from the amounts otherwise due to the Resource Provider.

### **C.5 – Impact on Compensation**

#### C.5.1 – Personnel and Equipment Deficiencies

The State will not compensate the Resource Provider for:

- a) Time when the Crew or personnel are not compliant with the Agreement requirements;
- b) Time spent correcting deficiencies when directed not to operate; or

- c) Periods when personnel or equipment are rejected or removed from service.

#### C.5.2 – Falsifications and Misrepresentations

Falsification or misrepresentation of time, staffing, or qualifications may result in disallowance of associated costs and additional remedies under this Agreement.

### **C.6 – Documentation of Non-Compliance**

#### C.6.1 – Avenues of Documentation

The State may document non-compliance through written notices, inspection reports, Shift Ticket comments, performance evaluations, or other official records.

#### C.6.2 – Impact of Non-Compliance

Documented non-compliance may be considered in future dispatch decisions, resource prioritization, current, and future Agreements.

### **C.7 – Progressive Remedies and Administration Action**

#### C.7.1 – Remedy and Action

Depending on the severity and frequency of non-compliance, the State may apply one or more of the following remedies:

- a) Written notice of deficiency;
- b) Required corrective action plans;
- c) Suspension from dispatch eligibility;
- d) Demobilization from active Incidents;
- e) Termination of the Agreement in accordance with its terms; or
- f) Other remedies available under State law or contract.

#### C.7.2 – Right to Pursuance

Nothing in this Section limits the State's right to pursue any other remedy available at law or in equity.

### **C.8 – No Waiver**

#### C.8.1 – Failure to Enforce

Failure by the State to immediately enforce any provisions of this Agreement must not be construed as a waiver of the State's right to enforce that provision at a later time.

## **C.9 – Voluntary Disclosure and Self-Reporting**

### **C.9.1 – Proactive Reporting**

The State encourages Resource Providers to proactively self-report any actual or potential non-compliance, deficiencies, safety concerns, or operational limitations related to personnel, equipment, documentation, or performance under this Agreement.

### **C.9.2 – Timely Reporting**

Self-reporting must be made as soon as reasonably possible to the appropriate Incident AGR, IMT representative, dispatch center, or the Protection Services Contracting Unit (PCSU), and will include sufficient detail to allow the State to assess the issue and determine the appropriate corrective actions.

### **C.9.3 – Considerations**

Timely, accurate, and transparent self-reporting, coupled with prompt corrective action may be considered by the State as a mitigating factor when determining enforcement actions, including dispatch eligibility, demobilization, suspension, or termination.

## **C.10 – Effect of Self-Reporting**

### **C.10.1 – Waiver of Responsibilities**

Self-reporting does not relieve the Resource Provider of its obligation to comply with all terms and conditions of this Agreement, nor does it limit the State's authority to inspect, suspend, demobilize, disqualify, terminate, or otherwise take administrative action as provided elsewhere in this Agreement.

### **C.10.2 – Failure to Report**

Failure to self-report known deficiencies, misrepresentations, or safety concerns may be considered a factor when determining remedies under this Agreement.

### **C.10.3 – Repeat Offenses**

Repeated non-compliance, misrepresentation, or a pattern of deficiencies, regardless of whether individual issues are self-reported, may result in escalation of enforcement actions up to and including suspension or termination.

### **C.10.4 – State's Authority**

Nothing in this Section will be construed to limit the State's authority to take immediate action when a safety risk, material non-compliance, or operational concern is identified.

## SECTION D – TIMEKEEPING, COMPENSATION, AND SHIFT PROVISIONS

### D.1 - Rates and Compensation

#### D.1.1 – Wet Rates

Rates provided by Resource Provider, and approved by the State, are understood to be ‘Wet’ Rates. Wet Rates include:

- a) Equipment
- b) Transports and chase vehicles;
- c) Crew Members(s) and drivers;
- d) Fuel, and
- e) All required maintenance.

Unless modified under **Section D.1.3.3 - Exceptions**, payment will be made at the agreed-upon rates.

#### D.1.2 - Hourly Rates

D.1.2.1 - Hourly Rates apply when a Crew, all Crew Members, and required equipment are ordered by the State and placed On-Shift.

#### D.1.2.2 – On-Shift Definition

**On-Shift** includes:

- a) Time worked performing assigned duties;
- b) Time the Crew is held or directed to remain in a state of readiness;
- c) Time the CRWB spends in Operational Period briefings when directed;
- d) Mobilization activities (Check-in time); and
- e) Compensable travel that has a defined start and end time.

#### D.1.3 – Shift Guarantee

The State will pay a minimum guaranteed payment for each calendar day the Resource is Under Hire.

#### D.1.3.1 – Calculation

The Shift Guarantee will be calculated:

- a) Eight (8) hours x number of authorized personnel x applicable Hourly Rate as listed on the Executed Agreement.

#### D.1.3.2 – First (1<sup>st</sup>) and Last Day

For the first (1<sup>st</sup>) day of dispatch and the last day upon release, compensation is limited to actual hours worked, including authorized travel time.

#### D.1.3.3 – Exceptions

The Shift Guarantee does not apply when:

- a) The Resource Provider cancels a confirmed dispatch;
- b) The Resource or Crew is in default or non-compliance with this Agreement; or
- c) The Resource is unable to perform parts or all of the assigned shift.

### **D.2 – Shift Lengths and Operational Periods**

#### D.2.1 – Shift Length

Unless otherwise directed, operational shifts will not exceed twelve (12) hours within a twenty-four (24) hour period.

#### D.2.2 – Extended Operational Periods

Assignment to extend or multiple operational periods must be authorized by the IMT and documented on the Shift Ticket.

#### D.2.3 – Work/Rest Guidelines

The Resource Provider must ensure compliance with all applicable work/rest guidelines, safety policies, and operational directives.

### **D.3 – Meal Periods**

D.3.1 – Meal Periods are non-compensable, excepted as provided in this section.

#### D.3.2 – Compensable Conditions

A meal period may be compensated only when all of the following conditions are met:

- a) The Incident is not controlled;
- b) The IMT Operations Section Chief determines it is critical that the Resource remains under its assigned duties; and
- c) The compensated meal period is approved and documented on the Shift Ticket.

#### D.3.3 – Documentation Requirement

If a compensated meal period is not properly documented, the meal period must be deducted from the total time submitted.

#### D.3.4 – Meal Times

After control of the Incident, a meal period of no less than thirty (30) minutes will be ordered and clearly documented on the Shift Ticket for each operational shift.

### **D.4 – Shift Briefings**

#### D.4.1 – Conditions of Compensation

- a) The State will compensate the Resource Provider only for attendance of required supervisory personnel at daily operational briefings unless otherwise directed.
- b) When a Resource is directed to attend a briefing while in route to an assignment, all Crew Members will be considered On-Shift during briefing period, as documented.

### **D.5 – Call-Backs**

#### D.5.1 – Cancellation Prior to Departure

When the Resource availability has been confirmed and the State cancels the dispatch prior to departure from the PoH, the State will compensate the Resource Provider for one (1) hour of call-back time.

#### D.5.2 – Cancellation After Departure

If the Resource is canceled while in travel status, compensation is based on actual travel time, but not less than one (1) hour.

### **D.6 – Severity and Preparedness Assignments**

When assigned to Severity or Preparedness activities, compensation is paid at the hourly rates listed on the Executed Agreement for each hour worked while Under Hire and On-Shift.

### **D.7 – Timekeeping and Documentation Requirements**

All time must be recorded on State-approved Shift Tickets. Shift Tickets are required to:

- a) Accurately reflect hours worked, travel time, and compensable activities;
- b) Match the Hand Crew Manifest and approved staffing levels; and
- c) Be signed by authorized Incident personnel.

Submission of inaccurate or incomplete time documentation may result in delayed payment, adjustments, or disallowance of claimed hours.

## **D.8 – Audit and Adjustment**

The State reserves the right to audit all time, compensation and supporting documentation. Any overpayment identified through audit or review may be offset against future payments or recovered by other lawful means.

## **D.9 – Non-Compliant Timekeeping**

Time associated with non-compliance operations, personnel, or equipment is not compensable. Repeating timekeeping deficiencies or misrepresentation may be treated as material non-compliance under **Section C – Inspection, Non-Compliance, and Remedies** and may result in suspension or termination of this Agreement.

## **SECTION E – SAFETY, WORK/REST, AND OPERATIONS**

### **E.1 – Safety Authority and Priorities**

#### **E.1.1 – Priority of Safety**

The safety of personnel and the public is the State’s highest priority. All operations under this Agreement will be conducted in accordance with applicable safety laws, NWCG standards, the IAP, and all directions issued by the IMT.

#### **E.1.2 – Provider Responsibility**

The Resource Provider must ensure that all Crew Members perform work in a safe, professional, and disciplined manner and will immediately address unsafe acts or conditions.

#### **E.1.3 – Authority**

The IMT, Safety Officer, AGR, or other authorized personnel have authority to stop work, restrict operations, or remove personnel or Crews from service when unsafe conditions or practices are observed.

### **E.2 – Work / Rest Requirements**

The Resource Provider must comply with all applicable work/rest guidelines, including NWCG standards, Incident specific requirements, and those outlined in the Terms and Conditions of this Agreement.

#### **E.2.1 – Expectations**

Unless otherwise approved by the IMT, Crew Members must not exceed:

- a) A maximum of sixteen (16) hours worked within any twenty-four (24) hour period; and
- b) Work/rest ratios required to ensure adequate rest between shifts.

### E.2.2 – Compliance and Authorization

Mandatory rest periods are a strict requirement and are not to be waived or altered by the Resource Provider without documented IMT approval.

### E.2.3 – Default

Failure to comply with work/rest requirements may result in removal from service, demobilization, or other remedies under **Section C**.

## **E.3 – Fitness for Duty**

### E.3.1 – Requirement

All Crew Members must be physically and mentally fit to perform assigned duties in the operational environment.

### E.3.2 – Impairment

Crew Members are not to perform work while impaired by fatigue, illness, injury, alcohol, drugs, or any other condition that may compromise safety or performance.

### E.3.3 – Authority to Remove from Duty

The State may remove any Crew Member from duty when fitness for duty is in question.

## **E.4 – IMT Operational Control and Supervision**

All Crews must operate under the direction and control of the IMT or its designated representatives.

### E.4.1 – Supervisory Presence and Accountability

Crew Bosses (CRWBs) and Advanced Firefighters (FFT1s) must maintain active supervision, accountability, and situational awareness of Crew Members at all times.

### E.4.2 – Supervisory Staffing Requirement

The Resource Provider will ensure required supervisory personnel are present and engaged during all operational periods.

## SECTION F – EQUIPMENT AND INVENTORY REQUIREMENTS

### F.1 - Inventory and Equipment Requirements

CREWS				
	Tool	Specification	10-Man	20-Man
<input type="checkbox"/>	Combi/Reinhart/Hazel Hoe or McLeod	3 lbs. head, 36” handle	4	8
<input type="checkbox"/>	Pulaski	Head weight 3 lbs., 11 oz.-4 lbs., 2 oz., 36” handle	5	10
<input type="checkbox"/>	Shovel	Size 0 or 1, round point, long handle	4	8
<input type="checkbox"/>	Chainsaw (line construction only)	Min. 24” bar, with fuel, oil, and kit	2	3
<input type="checkbox"/>	Belt First Aid Kit	ANSI Z308.1 (current standard)	1	2
<input type="checkbox"/>	Fire Extinguisher (per chainsaw)	8 oz. minimum capacity by weight	1	1
<input type="checkbox"/>	Fire Extinguisher (per vehicle)	UL rating minimum 4-BC	1	1
<input type="checkbox"/>	Handheld Radios	Specs listed in Section A.7.4	4	4
<input type="checkbox"/>	Cloning Cable		1	1
<input type="checkbox"/>	Chainsaws	Specs listed in Section A.7.3.2	2	3
<input type="checkbox"/>	Chainsaw Kits	Specs listed in Section A.7.3.2		
<input type="checkbox"/>	Chaps	Specs listed in Section A.7.3.5	2	3
<input type="checkbox"/>	Felling Axe			
<input type="checkbox"/>	Felling Wedges			
<input type="checkbox"/>	Line Packs		10	20
<input type="checkbox"/>	Personal Protective Equipment (PPE)	Nomex shirt/pants, fire shelter (New Generation – no older than 2006), hardhat, leather gloves, boots (meet NFPA 1977 standards), headlamp, extra batteries, eye protection, ear protection		