**CONDITIONS OF HIRE FOR ADMINISTRATIVELY DETERMINED (ADs)**

 **EMERGENCY WORKERS**

**HIRING:**

1. You are being hired as an emergency worker (AD/Casual) by an agency of the U.S. Government. These agencies are referred to in this document collectively as the “Government”. The work is physically demanding and shifts often exceed 12 hours. Prompt compliance with your supervisor's instructions at all times is essential and mandatory. You must be at least 18 years old and in good physical health (a physical examination may be required at the discretion of your supervisor). Close living conditions in incident camps require personal cleanliness. Personal hygiene must meet standards set by your supervisor.
2. While under hire as an AD you are representing the federal government and are expected to act professionally, responsibly, adhere to and sign the Incident Behavior Form (PMS 935)
* Possession of firearms, marijuana, illegal drugs, and illegal use of a controlled substance is prohibited. Possession or any evidence of usage constitutes grounds for immediate discharge.
* Possession, use, and/or being under the influence of intoxicating beverages while in pay status constitutes grounds for immediate discharge.
1. Always provide **YOUR FULL LEGAL NAME** on your hiring documents, not nicknames.
2. You must have a current valid Government issued picture identification card (ID card) in your possession at the time of hire and for the duration of the assignment. Tribal or village/regional corporation ID card is not acceptable for travel purposes. You must also have proof of citizenship documents that meet federal I-9 requirements to be hired. Acceptable documentation includes a current Passport or two of the following; an original Birth Certificate or Driver’s License and a Social Security Card.
3. You will be required to complete the W-4, I-9, Direct Deposit, Incident Behavior Form, PMS 935 and Emergency Contact Forms annually. A new W-4 is required for any of the following changes during the season; filing exempt annually, changing legal name, changing tax status or changing your address. At the time of **each** mobilization you will be required to sign the Single Resource Casual Hire Information Form PMS 934. A W-5 will be provided if you feel it is appropriate for you to complete.
4. Federal agencies do not pay into unemployment insurance for the AD workforce; therefore you cannot claim unemployment benefits against your earnings.
5. You will be paid at an hourly rate. The Hiring Unit will advise you of the salary rate for your position depending upon your current qualifications.
6. Security clearances and background checks are required for ADs whose positions require them to access government computers and facilities. You will not be allowed access to any agency computer until clearance has been approved.

**TRAINING/PERFORMANCE EVALUATIONS:**

1. The Annual Fireline Safety Refresher Training is mandatory for all ADs that will be on the fireline.

It is the ADs responsibility to enter and complete the training. A current Defensive Driver certification is also mandatory for any AD who will be driving a government vehicle (leased, rented or owned). A refresher course is mandatory every three years to maintain currency. Check with your sponsoring unit to determine training opportunities.

1. Training deemed necessary to retain qualifications cannot exceed 80 hours per calendar year exclusive of travel. All training or meetings for which you will seek compensation must be pre-approved by the FMO of the sponsoring unit.
2. Copies of your training certificates are required to be on file with the agency tracking your incident qualifications prior to issuing you an IQCS Card. Once the fire season is over, it is your responsibility to provide a fire experience sheet back to your sponsoring unit in order to update and maintain your qualifications record.
3. It is mandatory that an Individual Employee Evaluation is completed at the incident for each assignment. It is the ADs responsibility to ensure the sponsoring unit receives the evaluation for the records file. The performance evaluation will be reviewed by the FMO and depending on the evaluation could affect the ADs opportunities to be sponsored again.

**DISPATCH:**

1. After your paperwork has been completed and you have been issued an IQCS Card it will be your responsibility for updating your status and your availability in ROSS; instructions are available in dispatch or at <http://ross.nwcg.gov>. When an order is received for a position in which you are qualified you will be contacted for your acceptance of the assignment. A departure time will be negotiated and you will be contacted when travel arrangements for you have been made. It’s imperative that you receive and keep a copy of your resource order and itinerary prior to travel.
2. The Government will provide or pay for necessary transportation from the point of hire to the work location. The Government will also provide or pay for transportation back to the point of hire unless you are discharged for cause, quit without a good reason, or deviate from your prearranged travel.
3. If a rental vehicle is authorized, one will be provided for you (if possible). ADs are discouraged from renting their own vehicles on their own personal credit card. You will not be covered by government insurance if you choose to do so and could be liable for any damage or repairs to the rental vehicle.
4. If a privately owned vehicle (POV) must be utilized because government provided transportation is unavailable; the AD will be reimbursed on a mileage basis. The use of a POV for transportation to the incident must be **pre-approved on your Single Resource Casual Hire Form.**
5. You are advised to talk to your private insurer for a coverage determination before using your privately owned vehicle (POV) for government business.
6. If your position requires you to have IT equipment, (e.g., cell phone, laptop, GPS unit) these should be provided to you by the incident agency. All personal items taken to the incident that are not authorized (even if you deem them necessary for the position) are your responsibility. You will **NOT** be reimbursed for personal items if lost, stolen or damaged.
7. The hiring unit will be responsible for providing you with basic fire gear (e.g., sleeping bag, tent, PPE). Items not returned to the hiring unit will be deducted from your pay.
8. Standard length for each assignment is 14 days, exclusive of travel time; however, this is not a guarantee of employment. The hiring agency or incident organization may release you at any time.
9. You are required to bring a sufficient supply of all necessary prescription and over the counter medications you may need for each incident assignment. Notify your regular Government supervisor of any potential life threatening medical conditions, i.e., allergic reactions to bee stings.
10. You are required to bring your own personal items to and from the incident. The total weight of your bag cannot exceed 45 pounds for the entire duration of the assignment.
11. Upon return to your home unit you will need to check in with dispatch or the Approving Official.

**TIME AND COMPENSATION:**

1. An OF-288 Timesheet will be initiated upon arrival at the incident. When departing an incident AD should verify the time has been reported accurately. **Once you sign the OF-288 you are agreeing to the time recorded and no further changes can be made to the posted time.** Keep your copy of the OF-288 until you receive payment.
2. When you are hired for incident assignment, whether or not you may be restricted to an incident camp or staging area is at the discretion of the Incident Commander, or local, regional, or agency policy. Your pay status will be determined by the Hiring Unit following the Interagency Incident Business Management Handbook.
3. Whenever the Hiring Unit decides it is necessary, the Government will furnish your meals and lodging without cost to you, this may include a paper sleeping bag and a sack lunch. If the government provides subsistence for you, you will not receive reimbursement for meals or lodging that you purchase, meals you do not accept, or when the Government is temporarily unable to furnish meals or lodging.
4. The Incident Commander may approve paid days off for personnel assigned at the incident. During paid days off periods, the Crew Boss will remain in charge. You are obligated to adhere to any conditions that have been established governing paid days off situations. Casuals are not entitled to paid days off at their point of hire.
5. Report any damage to or loss of your personal property to your supervisor before you leave the incident camp. The Government assumes no responsibility for loss of personal items not approved for incident assignment. Reimbursement may be limited to predetermined maximum dollar amounts per item.
6. You can expect to receive payment within three to four weeks after the end of your employment period. Forest Service payments will only be made by Direct Deposit from the Albuquerque Service Center-Incident Finance Branch.
7. If you are released from your duties, or you quit without good reason before your scheduled demobilization, your pay will stop immediately. Additionally, the Interagency Resource Representative or Incident Commander will determine whether or not the Government will provide transportation back to the point of hire or pay you for this travel time. If not, you will be responsible for transportation costs and/or the costs of personal needs during the waiting time.
8. You are responsible for providing an original Performance Evaluation from your incident supervisor upon return to your home unit. Failure to provide a performance evaluation from each incident may affect your red card sponsorship in the future. You are responsible for ensuring that your incident supervisor understands this requirement.

**CLAIMS/INJURIES:**

1. All damages to government property (vehicles or equipment) must be documented and reported in a timely manner, working with your immediate supervisor to complete the necessary forms.
2. ADs are covered by the Federal Employees Compensation Act (FECA). The appropriate agency forms need to be completed on the incident. Original documents will need to be brought back to the point of hire to be processed by the sponsoring agency.
3. THE U.S. GOVERNMENT IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER. Unlawful discrimination or any kind of harassment will not be tolerated. (This includes behavior such as making threats, abusive language, slurs, unwelcome jokes, teasing, and other such verbal or physical conduct.) Creating a hostile work environment will not be condoned. (This includes verbal or physical conduct of a sexual nature, making unwelcome sexual advances or requests for sexual favors, and unreasonably interfering with the work of others.)

**I have been provided the opportunity to complete income tax withholding forms.**

**I have read, or had read to me, and understand the conditions of hire. Upon signing below, I agree to abide by the terms stated above for the duration of this calendar year.**

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Casual’s Printed Name Casual’s Signature Date

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Hiring Official’s Printed Name Hiring Official’s Signature Date