

OBJECTIVE

This chapter provides information and procedures regarding management of human resources, including recruitment, pay, commissary, injury compensation, and, travel. Specific and complete regulations are available from federal or state Human Resource offices. Applicable provisions of collective bargaining agreements are not waived.

RECRUITMENT

Recruiting plans, hiring instructions and operating procedures should be developed by agencies in advance of incidents and include: sources of personnel, age requirements, physical fitness, proper clothing, conditions of hire, wages, and any special procedures pertaining to recruitment and use of personnel. All personnel will be covered 1) under the Administratively Determined (AD) Pay Plan for Emergency Workers as a casual; or 2) under a cooperative agreement; or 3) under a contract; or 4) as a regular government employee.

RESPONSIBILITIESRecruiting agency responsibilities:

- Ensure the development of recruiting plans.
- Provide training and certification.
- Complete the hiring paperwork.

Hiring unit for casual hires responsibilities:

- Complete the hiring paperwork.
- Apply the provisions of the AD Pay Plan for Emergency Workers.
- Ensure incident qualifications are current.

DEFINITIONS

Definitions used throughout this chapter are located in Appendix C – Glossary

Organized Crews

Organized crews under agreements, e.g., crews from other agencies, Native American crews, agricultural workers, National Guard, and prison inmates, are managed in accordance with the terms of those agreements.

The agency that establishes the crew agreement is responsible to:

- Identify incident behavior expectations.
- Document consequences for inappropriate behavior in the crew agreement.
- Ensure incident behavior expectations are provided to crew personnel.
- Establish procedures to document acknowledgement of receipt of this information by crew personnel.

Agencies may choose to utilize the Incident Behavior Form, PMS 935. (Exhibit 10)

Agreements for organized crews, who are hired as casuals, shall comply with the AD Pay Plan. (Exhibit 1)

The hiring unit is responsible to screen organized crews before they are transported to an incident and ensure all crew personnel have proper clothing and meet position and physical fitness qualifications.

Crew representatives or crew bosses are responsible to provide a copy of the agreement, upon request, to the incident management team (IMT) or incident agency to ensure the terms of the agreement are met.

Crews provided under contract (known as Contract Crews) are governed by the terms of the contract and the provisions in this chapter do not apply.

Casuals

Single resource casuals may be hired locally or through state employment offices. Hiring of casuals through a state employment office shall be in accordance with an agreement and understanding reached prior to the incident on hiring methods and procedures for casuals. Hiring units must adhere to the provisions in the AD Pay Plan when hiring casuals. Units are responsible for designating the appropriate agency hiring official, either by name or position.

1 Nonresident aliens may be hired and paid as casuals for the duration of an
2 incident (Comp. Gen. B-146142, 6/22/61). The Internal Revenue Service (IRS)
3 requires each nonresident alien to have a valid Social Security number (SSN) at
4 the time of hire. The Immigration Reform and Control Act of 1986 (Simpson-
5 Rodin Act) also requires completion of an Employment Eligibility Verification,
6 I-9 (8 CFR 274a2).

7
8 Hiring officials will complete the Single Resource Casual Hire Information
9 Form, PMS 934 (Exhibit 9) at the time of hire and obtain the casuals signature.
10 Retain a copy for the hiring unit and provide a copy to the casual. Follow
11 agency policy for disposition of the original. This form is not required when
12 hiring crews.

13
14 If the requesting incident agency has identified on the resource order that
15 electronic devices such as cell phones, etc. are required to accompany the
16 ordered individual, the hiring official will assist the individual with obtaining
17 government issued or acquired property prior to dispatch. If the hiring unit is
18 unable to provide government owned or acquired equipment, advise the
19 individual to contact the incident assignment supervisor upon arrival.

20
21 Agencies, IMTs or incident support units should not establish Emergency
22 Equipment Rental Agreements (EERA) or other federal contracts for personal
23 computers, laptops, cellular phones, personal data assistants (PDA), cameras,
24 global positioning systems (GPS), or other electronic devices. The incident unit
25 should provide these items if required by the position.

26
27 Federal and state income taxes will be withheld from the casual's earnings.
28 Casuals must be provided the opportunity to complete appropriate federal and
29 state income tax withholding forms at the time of hire to ensure the correct
30 amount of tax is withheld.

31
32 Casual earnings may be subject to Social Security earnings limitations. Casuals
33 should contact the Social Security office to determine applicability.

34
35 Casuals are required to adhere to established incident behavior responsibilities
36 and may be released if inappropriate behavior occurs.

1 Hiring units are responsible to provide the Incident Behavior form to single
2 resource casuals, ensure the casual signs the form, retain the original form and
3 provide the casual with a copy. An Incident Behavior form, PMS 935 (Exhibit
4 10) shall be completed annually.

5
6 Reference Exhibit 1 – Administratively Determined (AD) Pay Plan for key
7 positions that may only be filled by current agency employees and for direction
8 on hiring state, local and tribal government employees.

9
10 It is recommended the following positions also be filled by current agency
11 employees: Incident Business Advisor (IBA), Finance/Administration Section
12 Chief (FSC), Procurement Unit Leader (PROC), Compensation/Claims Unit
13 Leader (COMP), and Compensation for Injury Specialist (INJR). If these or any
14 other positions are filled through the use of the AD Pay Plan, the hiring official
15 is responsible to ensure the individual has maintained current qualifications and
16 experience.

17
18 Casuals hired under the AD Pay Plan cannot supervise, hire, order, or
19 recommend payments that in any way affect a company or contractor the casual
20 has ownership or employment with, or perform any other financial
21 responsibilities to, or for, the company or contractor on an incident. If such
22 working conditions exist on an incident or other workplace, the casual shall
23 immediately disclose any relationship with the company or contractor to the
24 immediate supervisor and the Agency Administrator (AA), IBA, or FSC for
25 immediate action.

26
27 Persons hired as casual firefighters must meet the following requirements:

- 28
- 29 • Be at least 18 years old.
- 30
- 31 • Minimum physical fitness standards as established by agency policy.
- 32
- 33 • Minimum training requirements for the position before assignment.
- 34
- 35 • Agency security requirements.
- 36
- 37 • Have proper clothing and footgear.
- 38
- 39 • All small unit leadership, e.g., crew bosses and assistants, squad bosses
40 and/or crew section leaders, engine supervisors (captains) and assistants
41 (engineers), must be proficient in the English language and the language
42 used by members of their crew/units.

Hiring of 16 and 17 Year Olds

In accordance with applicable state and federal laws, 16 and 17 year old persons may be hired. Obtain incident agency policies (state or federal) for hiring regulations <http://www.youthrules.dol.gov>.

Job Corps and Youth Conservation Corps (YCC) Enrollees

Job Corps and Youth Conservation Corps enrollees may be hired as casuals under the AD Pay Plan.

- Enrollees age 16 and 17 may be assigned to nonhazardous or non-arduous duties only, e.g., camp support.
- Enrollees age 18 and over may be assigned to all other incident duties at the appropriate AD pay rate.

Hiring of Federal Retirees

Federal retirees may be hired as casuals under the AD Pay Plan. They must meet the same hiring requirements as any other casual.

Federal retirees who received separation incentive payments, e.g., buyout, may be subject to repayment of incentive payment if hired as a casual. Retirees should check with the Office of Personnel Management (OPM) for specific restrictions.

Volunteers Under Formal Agreement

Volunteers may be hired as casuals for an incident. While in casual pay status, the provisions of the volunteer agreement do not apply.

Using Regular Government Employees From Federal Agencies

It may be permissible to hire and utilize regular government employees from any federal agency as a casual while they are in a nonpay status, e.g., leave without pay, furlough, intermittent and regularly scheduled days off (Reference agency specific policies).

Cooperators

Military Personnel – Except for National Guard (see below), only organized military personnel groups obtained through official channels may be utilized. Timekeeping for organized military personnel will be accomplished by their own support group.

The Comptroller General has held federal civilian employment and military pay statutes are not compatible. The most severe emergency does not justify hiring of members of the Armed Forces since they cannot be compensated (27 Comp. Gen. 510).

Active duty military personnel, including those on leave or furlough, cannot be compensated from incident funds and, therefore, cannot be hired as casuals.

National Guard – When the National Guard is formally mobilized and ordered out as a unit, payment shall be made according to the applicable agreement. When members of the National Guard are hired as individuals', they are hired and paid as specified in the applicable agreement (40 Comp. Gen. 440) or as a casual under the AD Pay Plan.

State and Local Cooperators – State employees and local cooperators, e.g., tribal, rural and county fire departments, are hired and paid as specified in an applicable cooperative agreement and time is recorded as specified in the agreement. If the cooperative agreement specifies personnel are hired under the AD Pay Plan, time is recorded on an Emergency Firefighter Time Report, OF-288.

Federal Cooperators – It is permissible to utilize regular government employees from federal agencies on incidents under interagency agreement e.g., General Services Administration (GSA), National Weather Service (NWS). Agencies are reimbursed as specified in the applicable interagency agreement.

Permittees – Timber sale contracts and agency permits provide for varying levels of fire suppression assistance. The FSC ensures time records and payments are in accordance with applicable contracts or permits.

PAY PROVISIONS**OBJECTIVE**

The following contains information concerning tours of duty, hours of work, and pay.

RESPONSIBILITIES

Incident Management Team (IMT) responsibilities:

- Ensure all pay provisions and regulations are applied and adhered to during incident management operations.

Home Unit responsibilities:

- Apply agency specific pay provisions and regulations to emergency incident pay documents.

One-Day Assignments (0001 to 2400 Hours)

Usually no changes are made in an individual's regularly scheduled tour of duty when the emergency incident assignment, including travel, is contained within 1 calendar day (0001 to 2400 hours). In unusual circumstances, the regularly scheduled tour of duty during the assignment may be changed to a first 8, 9, or 10 hours worked. All compensable hours are covered under the provisions of Title 5 USC and the Fair Labor Standards Act (FLSA), as applicable.

Multiple-Day Assignments

- Guaranteed Hours on an Incident Assignment – Every day is considered a workday during an incident assignment until the assignment is over or the individual is officially released from the incident. (This includes personnel assigned to support an incident or multiple incidents from a location other than the incident camp, such as dispatchers, buying teams, administrative payment teams, IBAs, and pilots). Therefore, Saturday, Sunday, or other scheduled days off are also considered workdays during the period of the incident as long as the individual is working on the incident assignment. All individuals' are ensured pay for base hours of work, travel, or ordered standby at the appropriate rate of pay for each workday. This is true for part-time and intermittent individuals' as well.

1 **Exception:** When personnel are required to take a mandatory day off
2 which falls on their normal day off, there will be no pay or any other
3 form of pay compensation.
4

5 Record “Day Off” (to signify mandatory day off) in the On/Off columns
6 on the Crew Time Report (CTR), SF-261, and the Start/Stop columns
7 on the Emergency Firefighter Time Report, OF-288. Leave the hours
8 column blank on the OF-288. Home unit timekeeper applies agency
9 pay regulations to determine compensable hours for a day off.
10

11 Those individuals’ under a compressed 9 hour or 10 hour work
12 schedule are ensured 9 or 10 hours base pay per day in accordance with
13 their regular tour of duty.
14

15 Individuals’ on first 40 hour tours or flexible work schedules are
16 converted to a first 8 hour tour when assigned to an incident, and are
17 compensated at overtime rates for all hours in excess of 8 hours in a
18 workday.
19

20 The entitlement for the guarantee does not begin or end at any specific
21 time during a day, but is calculated at the end of the calendar day to
22 ensure the individuals’ compensation for work, compensable travel and
23 ordered standby is at least equal to their base.
24

- 25 • Spot Change Tour of Duty – After the first day on an incident,
26 individuals’ are spot changed to a first 8, 9, or 10 hour daily tour of
27 duty, depending upon their weekly tour of duty. The individual
28 resumes their normal daily tour of duty on the day following return
29 from the incident.
30

31 For a 2 day incident, the unit may elect to not spot change the
32 individuals’ daily tour of duty.
33

- 34 • Differentials for Regular Federal Employees
 - 35
 - 36 ○ Night Work on the Incident – A regular federal employee who
37 has been spot changed to a first 8, 9, or 10 hour daily tour of
38 duty is entitled to night differential pay for all non-overtime
39 hours worked between 1800 and 0600 hours. (Comp. Gen. B-
40 193068, 5/22/84.) When Federal Wage System employees
41 work nights, refer to normal shift requirements.

- 1 ○ Retaining Regular Shift Differential on the Incident – Federal
2 Wage System employees whose daily tour of duty at the home
3 unit includes a shift differential will continue to receive the
4 differential while assigned to the incident even though the
5 temporary assignment does not include shift work. General
6 Schedule (GS) employees are not entitled to retain night
7 differential pay on the incident.
8
- 9 ○ Retaining Sunday Differential on the Incident – Temporary
10 changes in the daily tour of duty do not change the days of an
11 individual's weekly tour of duty. Individuals' who are entitled
12 to a Sunday differential during their weekly tour of duty at the
13 home unit retain the Sunday differential while assigned to the
14 incident.
15
- 16 Individuals' whose weekly tour of duty does not include
17 Sunday differential may not be paid Sunday differential on the
18 incident.
19
- 20 ○ Regularly Scheduled Overtime – Both Federal Wage System
21 (WG, WL, WS) and General Schedule employees (GS), who
22 are compensated for regularly scheduled overtime, lose this
23 entitlement when spot changed to a first 8, 9, or 10 hour daily
24 tour of duty.
25

26 **Last Day of the Incident**

27
28 For pay purposes, the last day of the incident is the last day of actual work or
29 compensable travel connected with the incident.
30

- 31 • Return During Individuals' Weekly Tour of Duty – If the last day of the
32 incident is part of the individuals' weekly tour of duty, and the
33 emergency work or travel is completed before the daily tour of duty
34 requirement is met, the individual is expected to return to his or her
35 regular work assignment to complete the daily tour of duty.

1 The supervisor may release the individual for the remaining daily tour
2 of duty for that workday if it is in the best interest of the unit or the
3 individuals' health and safety. This time will be recorded as base hours
4 and charged to the appropriate incident accounting code unless the
5 home unit requires the base hours to be charged to the home unit
6 accounting code.

- 7
- 8 • Return Outside Individuals' Weekly Tour of Duty – If the last day of
9 the incident is not part of the individuals' weekly tour of duty, the
10 individual is compensated only for those hours in actual work or
11 compensable travel status. Compensation will be under Title 5 USC or
12 FLSA as appropriate.
- 13
- 14 • Tour of Duty on the Last Day of the Incident – Any amount of recorded
15 and compensable time on the incident requires the entire last day be
16 completed on the nonstandard first 8, 9, or 10 hour daily tour of duty.
17 This applies even though regular or non-emergency duties are resumed.
- 18

19 The individual returns to the regularly scheduled daily tour of duty on
20 the next work day after emergency incident work or return travel
21 (Reference Spot Change).

22

23 **Detail Assignments**

24

25 Agencies may enter into agreements to provide personnel for extended periods
26 of time to meet staffing needs. This may be done through an interagency
27 agreement or through the use of the Preparedness/Detail request (National
28 Interagency Mobilization Guide, Chapter 20). A detail assignment in this context
29 does not require a formal personnel action. Personnel on a detail assignment are
30 compensated under normal regulations including pay for travel, overtime, and
31 per diem. Personnel are under their normal tour of duty, unless this has been
32 changed between agreement of the requesting unit and home unit.

33

34 **Off-Site/Remote Incident Assignments**

35

36 An off-site/remote assignment is work performed by an employee in support of
37 an incident while remaining at the employee's duty station or other designated
38 off-site location. Employees will adhere to all incident and agency guidelines,
39 policies and regulations.

Availability

- Federal employees must obtain supervisory approval.
- State/local/tribal employees must obtain supervisory approval and meet agency specific requirements.
- Administratively Determined (AD) employees are eligible based on agency specific and hiring unit requirements.

Ordering Process

- Employees performing off-site/remote incident assignments will be ordered through the standard dispatch ordering system. A charge code will be provided on the resource order.
 - In the event the employee is ordered to support multiple incidents or to work with a decision support center supporting multiple incidents, the employee will be provided multiple incident charge codes or a large fire support code by the ordering unit or incident supervisor.
- Resource orders must specify work will be performed at the official duty station of the assigned individual or other designated off-site location, as appropriate.
- In general, travel is not authorized for off-site/remote incident assignments. Circumstances may exist that require an employee to make a site visit or incur travel in support of the incident assignment. This should be determined on a case-by-case basis and documented on the resource order.
- Individuals should utilize government provided equipment.
- Supplies may be ordered to assist with off-site assignments, following incident procurement guidelines, with incident supervisory approval.
- Individuals will perform incident support duties and tasks under the direction of the ordering incident.

Home Unit Responsibilities

- Incident management team or the incident supervisor will sign all OF-288s. Arrangements may be made by the incident supervisor to allow for an alternate signature, e.g., GACC Center Manager.
- Management and approval of time and attendance will be completed by the individual and the home unit supervisor.
- Performance evaluations should be coordinated between the incident and home unit supervisor, as necessary.
- Employees will comply with length of assignment and work/rest requirements.
- Employees with home unit telework agreements must comply with the conditions of their agreement.
- Employees will adhere to all incident and agency guidelines, policies, and regulations.

Time

- Employees are not entitled to “2 hour callback” while performing an off-site/remote incident assignment.
- If an employee works more than their normal tour of duty, they are entitled to compensation.
- Any time worked in support of the incident will be charged to the incident. Hours worked performing regular home unit duties will be charged to the employee’s home unit funds.

In order to determine the appropriate entitlements that apply to incident personnel a determination must be made as to whether the individual is assigned to the incident full-time or intermittently. The following scenarios have been developed as guidance. An off-site/remote incident assignment must meet the parameters of one of these scenarios.

1 Scenario #1 – Employee is physically located at the duty station, or other
2 designated off-site location, and resource ordered to support an incident for
3 100% of their duties.

- 4
- 5 • Employee is required to do a spot change in their tour of duty to first 8
6 (9 or 10).
- 7
- 8 • Base and overtime hours are coded to the incident as prescribed by
9 agency specific policies.
- 10
- 11 • Employee is entitled to guaranteed base hours for each work day as
12 prescribed in Multiple Day Assignments Section.
- 13
- 14 • Employee must comply with work/rest requirements.
- 15

16 Scenario #2 – Employee is physically located at the duty station, or other
17 designated off-site location, and resource ordered to support an incident
18 intermittently (after hours, etc.) while still performing home unit duties.

- 19
- 20 • Resource order must document the employee is being “ordered to be
21 available for incident response resulting from the emergency”.
- 22
- 23 • Employee does not do a spot change in tour of duty.
- 24
- 25 • Employee is required to perform home unit duties and account for base
26 hours against home unit job code, with regular hours or leave.
- 27
- 28 • Incident support after regular work hours are considered overtime and
29 charged to the incident job code.
- 30
- 31 • Employee is NOT entitled to guaranteed base hours for each work day
32 as prescribed in Multiple Day Assignments Section.
- 33
- 34 • Employee must comply with work/rest requirements.
- 35

36 Regardless of the type of hire (full-time or intermittent), ADs are not entitled to
37 guaranteed hours at their home unit per the AD Pay Plan.

38

39 In off-site/remote incident assignments, federal employees are covered under the
40 Federal Employee’s Compensation Act if injured in the course of performing
41 official duties. State/local/tribal employees are covered based on agency
42 specific guideline (reference Injury/Illness section).

1 The employee will apply approved safeguards to protect Government/Agency
2 records from unauthorized disclosure or damage and will comply with the
3 Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-
4 579, codified at Section 552a, Title 5 U.S.C.

6 **On-Shift Time**

7
8 On-shift time includes actual work, ordered standby, and compensable travel.
9 On-shift time has a specific start and ending time and is recorded as clock hours.
10 Individuals' are required to report to their designated work site as scheduled,
11 ready and willing to perform work safely.

13 **Travel and Related Waiting Time**

14
15 All travel to an emergency incident is compensable because it results from an
16 event which could not be scheduled nor controlled administratively by agency
17 management (5 CFR 550.112. (g)(2)(iv)). Severity and Emergency Stabilization
18 Rehabilitation (ESR) Team assignments are also included under this
19 authorization.

20
21 Burned Area Emergency Response (BAER) Implementation Team and
22 Prevention Team assignments may or may not be administratively
23 uncontrollable. If it is determined to be administratively controllable, travel time
24 may be compensable under regular travel pay authorities.

25
26 Prescribed fires and detail assignments are considered administratively
27 controllable; therefore, travel is not compensable under emergency authorities,
28 but may be compensable under regular travel pay authorities.

29
30 An individual may be compensated for travel from home to the incident when it
31 is a more direct route and only for the time that exceeds the normal time from
32 home to work (5 CFR 550.112. (j)(2)).

33
34 Compensable time begins when the individual starts travel as outlined above or
35 when they report to the point of departure. Time spent at individuals' residence
36 preparing for an incident assignment is not compensable.

1 Following are emergency travel compensation rules. These rules apply to both
2 regular federal employees and casuals, except where noted.
3

- 4 • Ordered Travel – All hours of actual travel are compensable. This
5 includes traveling from a sleeping facility to the work site, e.g., incident
6 base, fireline, dispatch office, buying team location. There is no
7 limitation on hours, except for waiting time and meal breaks as
8 provided below.
9
- 10 • Travel Interruptions – Employees are in compensable travel status for
11 only actual travel and for “usual waiting time” which interrupts travel.
12 Usual waiting time is defined as time necessary to make connections in
13 ordinary travel situations and travel interruptions as delays when
14 waiting at the airport terminals due to hazardous weather, heavy holiday
15 traffic, airline mechanical problems, etc.
16

17 Travel interruptions during a period of continuous travel are
18 compensable up to 3 hours as overtime if the travel time occurs outside
19 of the regular tour of duty, except as noted in the Meal Breaks section.
20 Travel interruptions exceeding 3 hours (per one-way trip, to or from the
21 destination) where individuals’ are free to sleep, eat, or, to a limited
22 degree, pursue personal activities including waiting at an airport or
23 other transportation site, are not compensable, and must be shown on
24 the CTR, SF 261, as a travel interruption. In addition, the 3hour
25 maximum limitation applies even when the one-way trip spans 2
26 calendar days (50 Comptroller General Decision (CG) 519, 1/26/1971).
27

28 If the interruption occurs during hours within the regular tour of duty,
29 time is compensable except for meal breaks.
30

- 31 • Meal Breaks – Time spent eating during travel interruptions is
32 noncompensable, e.g., eating while waiting in an airport or stopping at a
33 restaurant, and must be shown as a break on the CTR, SF-261. Time
34 spent eating while traveling in a plane, bus, or other vehicle is
35 compensable.
36
- 37 • Commuting Between Incident Work Site and Residence – When
38 subsistence and lodging are available at the incident, transportation and
39 travel time will not be paid for commuting between the duty location
40 and the individuals’ residence.

1 Return Travel – Return travel for employees is compensable when the
2 initial travel resulted from an event, which could not be scheduled or
3 administratively controlled (emergency incident). The time is
4 compensable as overtime when the individual has completed the daily
5 tour of duty.

6
7 Individuals' whose initial travel did not result from an administratively
8 uncontrollable event will have their entitlement to return travel
9 compensated according to pay regulations under FLSA, (5 CFR
10 550.112(g) and 5 CFR 551.422(a)) (5 USC 5544 for Federal Wage
11 System employees).

12
13 Coordination with home unit and incident agency for pre-authorization
14 is required for an individual to deviate from return travel upon
15 demobilization from an incident. Compensation for return travel ends
16 at the point and time the deviation occurs. Employees will be in a leave
17 or non-pay status if the base hour requirement for the day has not been
18 met. Once travel to the home unit resumes, it is considered
19 administratively controllable and those pay provisions apply (Travel
20 Section).

21 22 **Ordered Standby**

23
24 An employee is on duty and time spent in ordered standby is hours of work if,
25 for work-related reasons, the employee is restricted by official order to a
26 designated post of duty and is assigned to be in a state of readiness to perform
27 work with limitations on the employee's activities so substantial that the
28 employee cannot use the time effectively for his or her own purposes. A finding
29 that an employee's activities are substantially limited may not be based on the
30 fact that an employee is subject to restrictions necessary to ensure that the
31 employee will be able to perform his or her duties and responsibilities, such as
32 restrictions on alcohol consumption or use of certain medications (5 CFR
33 551.431(a)(1)).

34
35 Incident agencies or IMTs that utilize ordered standby must document the
36 decision and clock hours in writing on the CTR, SF-261. The clock hours must
37 be recorded on the Emergency Firefighter Time Report, OF-288, for all
38 compensable hours under ordered standby. Ordered standby demands careful
39 attention to ensure that compensation is paid where warranted and not paid when
40 inappropriate (5 CFR 551.431).

1 The following guidelines are provided for uniformity:
2

- 3 • Compensable standby shall be limited to those times when an individual
4 is held, by direction or orders, in a specific location, fully outfitted and
5 ready for assignment (15 Federal Labor Relations Authority (FLRA)
6 No. 91, August 9, 1984; 52 Comp. Gen. 794; and Hyde v. United
7 States, 209 Ct. Cl. 7456, 1976).
8
- 9 • Individuals' are not entitled to standby compensation for time spent
10 eating when actual work is not being performed. This applies even
11 though the individuals' may be required to remain at the temporary
12 work site.
13
- 14 • Time spent in a mobilization or demobilization center, or other general
15 area, including incident base, where the individual can rest, eat, or, to a
16 limited degree, pursue activities of a personal nature is not compensable
17 as ordered standby.
18

19 Such time is compensable only to the extent needed to complete the guaranteed
20 hours (8, 9, or 10) for that calendar day. No pay authority exists to guarantee
21 individuals' more than their base hours. ICs or AAs do not have the authority to
22 guarantee more than base hours.
23

24 **On-Call**

25
26 An employee will be considered off duty and time spent in an on-call status shall
27 not be considered hours of work if:
28

- 29 • The employee is allowed to leave a telephone number or to carry an
30 electronic device for the purpose of being contacted, even though the
31 employee is required to remain within a reasonable call-back radius; or
32
- 33 • The employee is allowed to make arrangements such that any work
34 which may arise during the on-call period will be performed by another
35 person (5 CFR 551.431(b) (1-2)). Specific state pay guidelines for non-
36 pay status shall apply for state employees.

Off-Shift Time

The degree of control to be maintained over regular government employees and casuals during off-shift hours is dependent upon location, the individual's work function, and the urgency of the emergency situation.

- At the IC's discretion, regular government employees and casuals may be released during off-shift periods from the incident base or camp.
- At the ICs discretion, regular government employees and casuals may be restricted to an incident base and all other camps during off-shift periods. This is usually referred to as a "closed camp" (45 FLRA No. 120, 0-NG-1958, Decision and Order on a Negotiability Issue, September 18, 1992; Office of the General Counsel, Authority to Close Fire Camps Opinion, March 28, 1990).
- Time spent restricted to the camp where personnel can rest, eat, or, to a limited degree, pursue activities of a personal nature is not compensable. Such time is compensable only to the extent needed to complete the guaranteed base hours. Time spent in ordered standby is compensable.
- The same policy applies to mobilization and demobilization facilities.
- Regular government employees assigned to an incident at their home unit should be given their regular scheduled days off when the situation permits. Regular scheduled days off are considered off-shift time and are not compensable.
- Casuals assigned to an incident are not entitled to compensation for days off at their point of hire. This is considered off-shift time and is not compensable.

Meal Periods

Compensable meal periods are the exception, not the rule (5 CFR 551.411 (c) and 29 CFR 785.19 (a)).

Personnel on the fireline may be compensated for their meal period if all of the following conditions are met:

- 1 • The fire is not controlled, and
- 2
- 3 • The Operations Section Chief makes a decision that it is critical to the
- 4 effort of controlling the fire that personnel remain at their post of duty
- 5 and continue to work as they eat, and
- 6
- 7 • The compensable meal break is approved by the supervisor at the next
- 8 level and it is documented on the CTR, SF-261.
- 9

10 In those situations where incident support personnel cannot be relieved from
11 performing work and must remain at a post of duty, a meal period may be
12 recorded as time worked for which compensation shall be allowed and
13 documented on the CTR, SF-261.

14
15 Compensable meal breaks include time spent eating while traveling in a plane,
16 bus, or other vehicle.

17
18 For personnel in support positions, and fireline personnel after control of the
19 fire, a meal period of at least 30 minutes must be ordered and taken for each
20 work shift e.g., a minimum 30 minute break for shifts of 8 hours or more.

21 **Work/Rest, Length of Assignment, and Days Off**

22
23
24 To maintain safe and productive incident activities, incident management
25 personnel must appropriately manage work and rest periods, assignment duration
26 and shift length for all incident personnel.

27
28 To assist in mitigating fatigue, days off are allowed during and after assignments.
29 If necessary to reduce fatigue, the Type 1/2 Incident Commander (IC) or Agency
30 Administrator (AA) (incident host or home unit) may provide time off
31 supplementary to mandatory days off requirements.

32
33 For Type 3-5 incidents, paid days off should be the exception. However, if
34 necessary, the Agency Administrator (incident host or home unit) may authorize
35 day(s) off with pay.

36
37 The IC or AA authority to grant a day off with pay lies within 5 USC 6104, 5
38 CFR 610.301-306, and 56 CG Decision 393 (1977)

Work/Rest Guidelines

Work/rest guidelines should be met on all incidents. Plan for and ensure all personnel are provided a minimum 2:1 work/rest ratio (for every 2 hours of work or travel, provide 1 hour of sleep and/or rest).

Work shifts that exceed 16 hours and/or consecutive days that do not meet the 2:1 work/rest ratio should be the exception, and no work shift should exceed 24 hours. However, in situations where this does occur (for example, initial attack), incident management personnel will resume 2:1 work/rest ratio as quickly as possible.

The intent of the guidelines is to manage fatigue and provide flexibility for IC's and AA's managing initial attack, extended attack, and large fires. The guidelines are designed to ensure that for every 2 hours of work or travel, 1 hour of time off should be provided within a 24-hour period. It does not matter when the 24-hour period starts; all time recorded on the clock is counted as hours of work; time off the clock is counted as hours of rest, including meal breaks.

The IC or AA must justify work shifts that exceed 16 hours and those that do not meet 2:1 work/rest ratio. Justification will be documented in the daily incident records. Documentation shall include mitigation measures used to reduce fatigue. The Excess Hours Log or the Extended Work Shift Authorization Sample found in Appendix B – Tool Kit is an acceptable method of documentation.

The work/rest guidelines do not apply to aircraft pilots assigned to an incident. Pilots must abide by applicable Federal Aviation Administration (FAA) guidelines, or agency policy if more restrictive.

Incident Operations Driving

These standards address driving by personnel actively engaged in wildland fire or all-hazards response activities, including driving while assigned to a specific incident or during initial attack fire response (includes time required to control the fire and travel to a rest location). In the absence of more restrictive agency policy, these guidelines will be followed during mobilization and demobilization as well. Individual agency driving policies shall be consulted for all other non-incident driving.

1 Agency resources assigned to an incident or engaged in initial attack fire
2 response will adhere to the current agency work/rest policy for determining
3 length of duty-day.

- 4
- 5 • No driver will drive more than 10 hours (behind the wheel) within any
6 duty-day.
- 7
- 8 • Multiple drivers in a single vehicle may drive up to the duty-day
9 limitation provided no driver exceeds the individual driving (behind the
10 wheel) time limitation of 10 hours.
- 11
- 12 • A driver shall drive only if they have had at least 8 consecutive hours
13 off duty before beginning a shift.
- 14

15 Exception to the minimum off-duty hour requirement is allowed when
16 **essential** to:

- 17
- 18 ○ accomplish **immediate** and **critical** suppression objectives, or
- 19
- 20 ○ address **immediate** and **critical** firefighter or public safety issues.
- 21
- 22 • As stated in the current agency work/rest policy, documentation of
23 mitigation measures used to reduce fatigue is required for drivers who
24 exceed 16 hour work shifts. This is required regardless of whether the
25 driver was still compliant with the 10 hour individual (behind the
26 wheel) driving time limitations.
- 27

28 **Length of Assignment**

- 29
- 30 • Assignment Definition - An assignment is defined as the time period
31 (days) between the first full operational period at the first incident or
32 reporting location on the original resource order and commencement of
33 return travel to the home unit.
- 34
- 35 • Length of Assignment - Standard assignment length is 14 days,
36 exclusive of travel from and to home unit, with possible extensions
37 identified below.
- 38

39 Time spent in staging and preposition status counts toward the 14 day
40 limit, regardless of pay status, for all personnel, including IMTs.

41

- 1 • Days Off - After completion of a 14 day assignment and return to the
2 home unit, 2 mandatory days off will be provided (2 after 14) (state
3 regulations may preclude authorizing this for State employees). Days
4 off must occur on the calendar days immediately following the return
5 travel in order to be charged to the incident (5 USC 6104, 5 CFR
6 610.301-306, and 56 Comp. Gen. Decision 393 (1977)). If the next
7 day(s) upon return from an incident is/are a regular work day(s), a paid
8 day(s) off will be authorized.
9

10 Pay entitlement, including administrative leave, for a paid day(s) off
11 cannot be authorized on the individuals' regular day(s) off at their home
12 unit.

13
14 Agencies will apply holiday pay regulations, as appropriate. A paid day
15 off is recorded on home unit time records according to agency
16 requirements.

17
18 Casuals (ADs) are not entitled to paid day(s) off upon release from the
19 incident or at their point of hire.

20
21 Contract resources are not entitled to paid day(s) off upon release from
22 the incident or at their point of hire.

23
24 Home unit AA may authorize additional day(s) off with compensation
25 to further mitigate fatigue. If authorized, home unit program funds will
26 be used.

27
28 All length of assignment rules apply to aviation resources, including
29 aircraft pilots, notwithstanding the FAA and agency day off regulations
30 (reference the appropriate aviation contracts).
31

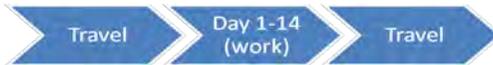
- 32 • Assignment Extension - Prior to assigning incident personnel to back-
33 to-back assignments, their health, readiness, and capability must be
34 considered. The health and safety of incident personnel and resources
35 will not be compromised under any circumstance.
36

37 Assignments may be extended when:

- 38 ○ life and property are imminently threatened,
39 ○ suppression objectives are close to being met, or
40 ○ replacement resources are unavailable, or have not yet arrived.

1 Upon completion of the standard 14 day assignment, an extension of up to
 2 an additional 14 days may be allowed (for a total of up to 30 days,
 3 inclusive of mandatory days off, and exclusive of travel). Regardless of
 4 extension duration, 2 mandatory days off will be provided prior to the 22nd
 5 day of the assignment. When personnel are required to take a mandatory
 6 day off, which falls on their normal day off, there will be no pay
 7 compensation.

8
 9 14 Day Scenario



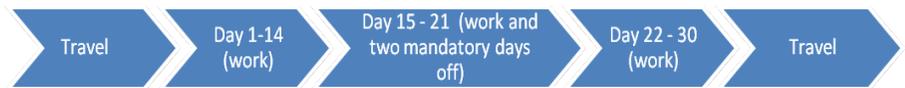
10
 11
 12

21 Day Scenario



13
 14
 15

30 Day Scenario



16
 17

18 Contracts, I-BPAs, and EERAs should be reviewed for appropriate pay
 19 requirements and length of assignment. If the contract, I-BPA, or EERA
 20 does not address, the incident FSC or the procurement official should be
 21 consulted as to whether compensation for a day off is appropriate.

22

23 Single Resource Extensions:

24

25 The Section Chief or IC will identify the need for assignment extension
 26 and will obtain the affected resources concurrence. The Section Chief
 27 and affected resource will acquire and document the home unit
 28 supervisor’s approval.

29

30 The IC approves the extension. If a geographic or national multi-
 31 agency coordinating group (GMAC/NMAC) is in place , the IC
 32 approves only after GMAC/NMAC concurrence.

33

34 The home unit supervisor and affected resource must concur with the
 35 assignment extension.

1 IMT Extensions:
2

3 IMT extensions are to be negotiated between the incident AA, the IC,
4 and the GMAC/NMAC (if directed).
5

6 A sample Length of Assignment Extension form can be found in
7 Appendix B – Tool Kit. A copy of the documentation should be
8 attached to timesheets.
9

10 **Management Directed Days Off at Home Unit**

11
12 Supervisors must manage work schedules for initial attack, dispatch and incident
13 support personnel during extended incident situations. During periods of non-
14 routine or extended activity, these employees will have a minimum of 1 day off
15 in any 21 day period. This minimum requirement should rarely be needed since
16 scheduled days off are normally given much more frequently during periods of
17 routine activity. State policies apply to state personnel.
18

19 Indicators of the need for a day off include long shifts, but equally important, the
20 actual observation of the physical and mental condition of the employee. This is
21 a critical responsibility of every manager and supervisor.
22

23 Required days off for employees assigned to an incident at their home unit are
24 not compensable when they occur on the employee's regularly scheduled day(s)
25 off. Management directed day(s) off on an employee's regularly scheduled
26 workday(s) are considered excused absences and are compensable. Agency
27 policy determines approval authority level and documentation requirements for a
28 management directed day off. Home unit records management directed days off
29 per agency requirements. A management directed day off may only be given
30 when the employee is at the home unit and is charged to home unit funds (cannot
31 be charged to incident funds).
32

33 **Other Pay Provisions**

- 34
- 35 • Supervisory Personnel – Time spent in planning and technical sessions,
36 arranging for tools and transportation, refurbishing equipment and
37 performing supervisory duties such as completing CTRs, giving
38 assignments, etc., is compensable as work time.
 - 39 • Holiday Pay – Regular government employees who are spot changed to
40 a first 8, 9, or 10 hour tour of duty are compensated for holiday pay if
41

1 the individual would have been entitled in their regular position.
2 Additional hours are treated as overtime and paid at applicable rates.
3

- 4 • Inadequate Food or Lodging – Inadequate food or lodging situations
5 should be the exception. When nonexempt regular government
6 employees and casuals do not receive adequate food or lodging, they
7 shall be in pay status the entire time they are working, sleeping, or
8 eating (Comp. Gen. B-230414, 1/10/90).
9

10 Adequate food is defined as: meals ready to eat (MREs), sack lunches,
11 military-type rations, hot can, or similar meals.
12

13 Adequate lodging is described as: a sleeping bag (paper or cloth) or a
14 blanket or equivalent covering to provide protection from the elements
15 for sleeping.
16

17 Regular government employees must be in nonexempt status to qualify
18 for compensation. There is no authority to grant compensation for
19 these conditions to exempt employees. Exempt employees can only be
20 compensated for on-shift time.
21

22 ICs are responsible for determining when an inadequate food or lodging
23 situation exists. This must be documented on the CTR, SF-261, in the
24 remarks section. Hours recorded for an inadequate food or lodging
25 situation count as hours of work for computation of the 2:1 work/rest
26 ratio.
27

- 28 • Callback Provisions – The 2-hour call back provision in law does not
29 apply when assigned to an incident.
30
- 31 • Sickness – A regular government employee who has been determined
32 by their incident supervisor to be unable to perform work due to non-
33 work related illness is placed in leave status, e.g., sick, annual or leave
34 without pay, if the day is within the individual's weekly tour of duty at
35 the home unit. If outside the individuals' weekly tour of duty, the
36 individual is not entitled to compensation.
37

38 Casuals are not entitled to sick leave. They are guaranteed 8 hours for
39 each day held by the incident. Management has the option to pay the
40 guarantee or return them to their point of hire.

- 1 • Medical Treatment – When a regular government employee or casual is
2 provided medical treatment by the incident, pay entitlement will not
3 exceed actual hours worked or guarantee (8 hours per day for casuals)
4 whichever is greater for that calendar day (5 CFR 551.425). Time
5 spent traveling to or from a medical facility and/or time spent receiving
6 medical attention is considered compensable time only if it falls within
7 the employee’s regular guaranteed work hours. Overtime cannot be
8 earned (Reference continuation of pay (COP) guidelines).
9
- 10 • Biweekly Earning Limitation – The biweekly earning limitation on
11 premium pay contained in 5 CFR 550.105 is waived for Department of
12 the Interior (DOI) and Department of Agriculture (USDA) General
13 Schedule employees working in connection with wildland fire activities
14 (Public Law 107-107, Section 1114). This authority does not apply to
15 all-hazards responses (Chapter 90 Overtime).
16
- 17 • Maximum Annual Earning Limitation – The maximum annual earning
18 limitation limits a regular federal government exempt employees basic
19 and premium pay to the annual salary of the maximum step of a GS-15
20 grade level, including locality and/or special salary rate, or Level V of
21 the Executive Schedule, whichever is greater (5 CFR 550.106). This
22 includes overtime and compensatory time, as well as Sunday and night
23 differential, but excludes hazard pay differential (5 CFR 550.107).
24

25 There is no provision in law to waive any salary payments received by
26 an employee that exceeds the annual maximum earnings limit. Federal
27 employees should monitor their total earnings to ensure they do not
28 exceed the annual maximum earnings limitation.
29

30 **Hazard Pay for General Schedule Employees**

31
32 OPM regulations provide for payment of a differential to GS employees who are
33 exposed to unusual physical hardship or hazardous duty.
34

35 This authorization is based upon the inability to mitigate the hazard. ICs and
36 AAs should not unduly expose any person to hazardous situations and will
37 document, in writing, the incident records if personnel are unduly exposed to
38 hazardous situations (5 CFR 550.901 through 550.907).
39

40 Incident agencies and IMTs do not have the authority to approve hazard pay for
41 conditions that do not meet the parameters stated in 5 CFR 550.901 through
550.907 and Appendix A.

Definitions for Hazard Pay Purposes

Control of Fire – The IC or AA will determine when the fire is controlled. Fire may be controlled even if confinement strategy is being applied.

Fireline – For the purpose of hazardous duty pay administration, a fireline is defined as the area within or adjacent to the perimeter of an uncontrolled wildfire of any size in which action is being taken to control fire. Such action includes operations, which directly support control of fire, e.g., activities to extinguish the fire, ground scouting, spot fire patrolling, search and rescue operations, and backfiring.

Limited Control Flights – Flights undertaken under unusual and adverse conditions, e.g., extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level flights involving fixed or tactical patterns, which threaten or severely limit control of the aircraft.

Positions Not Entitled to Hazard Pay Differential for Irregular and Intermittent Hazardous Duties

Certain positions are not entitled to specific hazard pay differentials because the hazard has been considered in the classification of the position. The following positions are not entitled to hazard pay for the hazards shown:

<u>Position</u>	<u>Hazardous Duties</u>
Pilot, GS-2181	Operating aircraft in flight
Forestry Technician (Smokejumper), GS-462	Parachute jumps

GS employees in these positions are entitled to hazard pay differentials for performing other authorized duty as described below.

1 **Criteria for Entitlement to Hazardous Pay Differential for Irregular and**
2 **Intermittent Hazardous Duties (5 CFR 550.904)**
3

4 Full-time, part-time, and intermittent GS employees are eligible for hazard pay
5 differential computed at 25 percent of the base rate when performing duties
6 specified below:
7

8 Any member of the incident fire suppression organization is eligible for hazard
9 pay while carrying out assigned duties, if hazard pay criteria, as described below,
10 are met. Incident supervisors must manage for the appropriate application of the
11 authority.
12

- 13 • Firefighting – Participating as a member of a firefighting crew in
14 fighting forest and range fires on the fireline before the fire is
15 controlled. Personnel assigned firefighting duties are not entitled to
16 hazard pay after the declaration of an official control time and date.

17 This does not include personnel engaged in logistical support, service,
18 and non-suppression activities, e.g., media tours to the fireline, incident
19 personnel driving to the fire to observe activities, drivers delivering
20 tools or personnel (Appendix B - Hazard/Environmental Pay Matrix).
21

- 22 • Flying – Individuals', except pilots, who are participating in limited
23 control flights.
24
- 25 • Groundwork Beneath Hovering Helicopter – Participating in ground
26 operations to attach an external load to a helicopter hovering just
27 overhead.
28
- 29 • Work in rough and remote terrain – Working on cliffs, narrow ledges,
30 or near vertical mountainous slopes where a loss of footing would result
31 in serious injury or death, or when working in areas where there is
32 danger of rock falls or avalanches.
33

34 Hazard pay for flying activities is related to the use of the aircraft, not the work
35 of the occupants. If the flight is undertaken under unusual and adverse
36 conditions which threaten or severely limit control of the aircraft, then hazard
37 pay is warranted. Hazard pay is not authorized for situations such as flying
38 passengers from a work center to a location to fix equipment when there are no
39 adverse conditions that threaten or severely limit the aircraft.

1 Burned Area Emergency Response (assessment or implementation) does not
2 meet the definition of firefighting for hazard pay eligibility; however, hazard pay
3 criteria listed above may apply.
4

5 Prescribed fire does not meet fireline hazard definition for hazard pay; however,
6 hazard pay criteria listed above may apply.
7

8 **Regulations Governing Payment of Hazard Differential for General** 9 **Schedule Employees**

- 10
- 11 • All hazard pay differential for GS employees is based on a 24 hour day
12 from 0001 to 2400 hours. An individual who performs duties for which
13 hazard pay differential is authorized shall be paid the hazard differential
14 for all hours in pay status during the calendar day in which the
15 hazardous duty is performed.
16
 - 17 ○ The automatic cut off time is 2400 hours. An individual
18 working beyond 2400 hours into the next day is entitled to
19 hazard pay differential for 2 days only if exposed to the hazard
20 before and after 2400 hours.
21
 - 22 ○ No minimum time requirements for exposure shall be
23 established to earn entitlement to differential pay for
24 hazardous duty. Any amount of actual exposure during a
25 calendar day qualifies the individual for the pay differential for
26 all compensable hours performed that day.
27
 - 28 • Hazard pay shall be computed on the basis of all hours in pay status. If
29 in an 8 hour workday the individual performs hazardous duty for 1 hour
30 and is in paid leave for 7 hours, the hazard pay differential shall be
31 computed on the full 8 hours. If the individual were in non-pay status
32 (leave without pay) for 7 hours, the hazard pay would be computed on
33 the basis of the 1 hour in pay status.
34
 - 35 • Hazard pay shall be computed on the basis of an individual's basic
36 compensation and shall be paid in addition to any other compensation
37 the individual earns under other statutory authority.
38
 - 39 • Hazard pay differential is in addition to any other premium pay or
40 allowances payable under other provisions of this chapter. It is not
41 subject to the biweekly maximum limitation provisions, which the law

1 places on the amount that may be received for overtime work (5 CFR
2 550.106 and 550.907) but is subject to the annual aggregate
3 compensation limit (5 CFR 530.202(4)).
4

5 When recording hazard pay, show the category of hazardous exposure, e.g.,
6 firefighting, rough terrain, hover hookup, on a CTR, SF-261. The Emergency
7 Firefighter Time Report, OF-288, should show an “H” for the on-shift hours.
8

9 **Environmental Differential for Federal Wage System Employees (5 CFR**
10 **532.511)**

11
12 OPM regulations provide for payment of environmental differential for exposure
13 to various degrees of hazards, physical hardships, or working conditions likely to
14 be encountered in an emergency situation.
15

16 An employee shall be paid an environmental differential when exposed to a
17 working condition or hazard that falls within one of the categories approved
18 below by OPM (5 CFR 532.511 and Appendix A):
19

- 20 • Firefighting - Participating or assisting in firefighting operations on the
21 immediate fire scene and in direct exposure to the hazards inherent in
22 containing or extinguishing fires.
23
- 24 • Flying – Individuals’, except pilots, who are participating in limited
25 control flights.
26
- 27 • High Work - Working on any structure of at least 30 meters (100 feet)
28 above the ground, deck, floor or roof, or from the bottom of a tank or
29 pit. Working at a lesser height if the footing is unsure or the structure is
30 unstable.
31
- 32 • Groundwork Beneath Hovering Helicopter - Participating in operation
33 to attach or detach external load to a helicopter hovering just overhead.
34

35 Environmental differential for flying activities is related to the use of the aircraft
36 not the work of the occupants. If the flight is undertaken under unusual and
37 adverse conditions which threaten or severely limit control of the aircraft, then
38 environmental differential is warranted. Environmental differential is not
39 authorized for situations such as flying passengers from a work center to a
40 location to fix equipment when there are no adverse conditions that threaten or
41 severely limit the aircraft.

Criteria for Entitlement to Environmental Differential for Federal Wage System Employees

Full-time, part-time, and intermittent Federal Wage System employees are eligible for an environmental differential at the rate specified for each category.

The amount of the environmental differential is determined by multiplying the percentage rate authorized for the described exposure by the second step for WG-10. Exposures to hazards, physical hardships, or working conditions listed in this section have not been taken into consideration in the job-grading process (5 CFR 532.511 for all differential rates (percents) and for other categories).

- Compensation Based on All Hours in Pay Status.

<u>Differential</u>	<u>Category</u>
25 Percent	Fighting wildland or range fires on the fireline.

- Compensation Based on Actual Exposure.

<u>Differential</u>	<u>Category</u>
100 Percent	Participating in low level flights in small aircraft, including helicopters
25 Percent	High work
15 Percent	Participating in operations to attach external load to or from helicopter hovering just overhead.
4 Percent	Performing work, which subjects the individual to soil his/her clothing.

- Beyond that normally to be expected in the duties of the classification.
- Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used or which are readily available; or when such devices are not

1 feasible for use due to health considerations (such as excessive
2 temperature or asthmatic conditions).
3

4 **Regulations Governing Payment of Environmental Differential**

5

- 6 • Shift Basis – When a Federal Wage System employee is exposed to a
7 hazard for which an environmental differential is authorized on a shift
8 basis, the individual is paid the differential for all hours in pay status on
9 the calendar day on which exposed to the hazard.
10
- 11 • Actual Exposure Basis – When an environmental differential is paid on
12 an actual exposure basis, a Federal Wage System employee is paid a
13 minimum of 1 hour's differential for the exposure. Intermittent
14 exposures during a 1 hour period do not qualify an individual for more
15 than 1 hour's differential pay for that hour. For exposure beyond 1
16 hour, the individual is paid in increments of one-quarter hour for each
17 15 minutes and portion thereof in excess of 15 minutes.
18

19 When an individual is exposed at intermittent times during a day, each
20 exposure is considered separately. The amount of time the individual is
21 exposed is not added together before payment is made for exposure
22 beyond 1 hour's duration, except that pay for the differential may not
23 exceed the number of hours of active duty by the individual on the day
24 of exposure.
25

- 26 • Multiple Exposures – When a Federal Wage System employee is
27 entitled to an environmental differential, which is payable on a shift
28 basis on the same day, the individual is entitled to a differential which is
29 payable on an actual exposure basis at a higher rate. The individual is
30 paid the differential on the basis of actual exposure for that exposure
31 and the differential on the shift basis for the remaining hours in pay
32 status for that day.
33

34 When an individual is subjected to more than 1 hazard at the same time
35 for which a differential is authorized, the individual is paid for the
36 exposure, which results in the higher differential, but may not be paid
37 for more than 1 differential for the same hours, e.g., a Federal Wage
38 System employee may be paid at 100 percent for 1 hour of low-level
39 flight and the balance of the on-shift time at 25 percent for firefighting.

- 1 • Two-Day Exposure – The automatic cut off time is 2400 hours for an
2 environmental differential. A Federal Wage System employee working
3 beyond 2400 hours into the next day earns entitlement to environmental
4 differential for 2 days only if exposed to the hazard before and after
5 2400 hours.
6
- 7 • Base Pay – Environmental differential is included as part of a Federal
8 Wage System employee's base rate of pay and is used to compute
9 premium pay for overtime and holiday work.
10
- 11 • Recording – When recording environmental differential for actual
12 exposure, show the actual hours of exposure and the category on a
13 CTR, SF-261.
14

15 The Emergency Firefighter Time Report, OF-288, should show the
16 percentage and the appropriate category in the remarks block and an
17 "E" for actual hours of exposure.
18

19 **Public Law 106-558**

20
21 Public Law 106-558 provides for exempt employees of the Forest Service and
22 the Department of the Interior, who have their overtime hourly rate capped at
23 GS-10, Step 1, or their base rate of pay whichever is greater to be paid at an
24 overtime rate equal to one and one-half times their hourly rate of base pay when
25 engaged in emergency wildland fire suppression activities. The annual earnings
26 limitation still exists.
27

28 This overtime provision applies only under the following circumstances:

- 29 • Those assigned to emergency wildland fire activities whose overtime
30 work is exempt from coverage under the FLSA.
31
- 32 • Those involved in the preparation and approval of a Burned Area
33 Emergency Stabilization Plan whose overtime hours worked are exempt
34 from coverage under the FLSA. The new overtime provisions will
35 apply only until the initial Emergency Stabilization (ES) plan is
36 submitted for approval.

- 1 • Those required to augment planned preparedness staffing levels to
2 enhance short term suppression response capability, severity activities,
3 accident or after accident reviews related to wildland fires or
4 emergency wildland fire funded prevention activities, whose overtime
5 hours worked are exempt from coverage under the FLSA.
6
- 7 • In order to qualify for the pay provision, an employee's overtime work
8 must be charged to a wildland fire, ES, severity, or wildland fire
9 suppression funds tied to the support of suppression operations and that
10 overtime must be recorded on a timesheet approved by an appropriate
11 supervisor.
12

13 This overtime pay provision does not apply to personnel involved in prescribed
14 fire, other fuels management activities, implementation of fire rehabilitation
15 plans, or to overtime incurred in conjunction with any other activity not specified
16 above, e.g., hurricanes, floods, non-fire Federal Emergency Management
17 Agency (FEMA) incidents or other all-hazards assignments.
18

19 **Fair Labor Standards Act (FLSA) Exemption Modifications for Emergency** 20 **Assignments**

21
22 Regular government employees, regardless of grade, may be assigned to perform
23 non-fire emergency duties (5 CFR 551.211(b)).
24

25 Regular government employees are classified as either exempt from FLSA or
26 nonexempt from FLSA. General Schedule employees who are classified exempt,
27 are compensated under Title 5, and in essence, do not receive full compensation
28 for overtime hours worked. Their overtime rate is fixed at a designated level
29 (GS-10, Step 1) or an employee's base rate of pay, whichever is greater (2004
30 Defense Authorization Act). General Schedule employees who are classified as
31 nonexempt are compensated under both FLSA and Title 5, and in essence, are
32 compensated at 1.5 times the base pay rate for all overtime hours worked. All
33 wage grade and wage leader employees are classified as nonexempt. Wage
34 supervisors are classified as exempt.
35

36 In an emergency, the exemption status of an exempt employee is determined on a
37 work week basis. An exempt employee shall be nonexempt for any weekly tour
38 of duty in which the employees primary duties for the period of emergency work
39 are nonexempt (5 CFR 551.211 (f) (2) (ii)). For purposes of this CFR,

1 primary duties typically means, the duty that constitutes to major part (over 50
2 percent) of an employee’s work (5 CFR 551.104). Nonexempt employees retain
3 their nonexempt status regardless of the emergency work performed or the
4 incident position to which assigned.
5

6 Enter the NWCG approved position code found in Appendix A – Acronyms &
7 Position Codes on the Emergency Firefighter Time Report, OF-288, to assist
8 home units in documenting nonexempt status for pay purposes.
9

- 10 • Positions on Type 1 and Type 2 incidents are identified as exempt or
11 nonexempt (Reference Exhibit 11).
12
- 13 • When a position is identified as an assistant, deputy or trainee they will
14 have the same exempt or nonexempt status as the position by the same
15 title, i.e., Assistant Safety Officer - exempt, Deputy
16 Finance/Administration Section Chief – exempt, or Dispatcher Trainee
17 - nonexempt.
18
- 19 • Positions on Type 1 and 2 incidents that are not identified above and
20 positions on Type 3 incidents will be determined as exempt or
21 nonexempt on a case-by-case basis by the home unit human resource
22 management office upon submission of a claim by the individual.
23
- 24 • All positions on Type 4 incidents are considered nonexempt during
25 initial attack.
26
- 27 • An individual may be assigned to an incident as a “Technical
28 Specialist”. Specialized training may not be required for these
29 positions. Specialists will perform similar duties during an incident that
30 he/she normally performs. Some examples are resource advisor,
31 archeologist, hydrologist, or mechanic. The individual's normal FLSA
32 determination is used to compute pay.
33

34 PERSONNEL TIMEKEEPING/RECORDING

36 OBJECTIVE

37
38 The primary objective is to keep time records for individuals’ under a system of
39 control. Emergency Firefighter Time Reports, OF-288s, that have been certified
40 as accurate by an authorized signature are considered to be accurate for pay
41 purposes. Home unit timekeepers will not make changes to this official
42 document, except to correct mathematical errors and/or to complete return travel

1 entries. If home unit timekeepers have questions concerning the OF-288, they
2 should contact the incident agency for clarification.

3
4 The time unit approval of the OF-288, or other agency pay document, certifies
5 that the required documentation is on file and no further documentation is
6 required for pay purposes.

7 8 **RESPONSIBILITIES**

9
10 Finance/Administration Section Chief (FSC) responsibilities:

- 11
- 12 • Supervise the Time Unit Leader and ensure all timekeeping and time
13 recording requirements are implemented and met.
- 14
- 15 • Advise section chiefs and IC when time submitted is not in compliance
16 with policy.
- 17

18 Time Unit Leader (TIME) responsibilities:

- 19
- 20 • Ensure daily completion of personnel time recording documents.
- 21
- 22 • Review submitted documents for compliance with policies.
- 23
- 24 • Advise supervisors and FSC when time submitted is not in compliance
25 with established policies.
- 26

27 Personnel Time Recorders (PTRC) responsibilities:

- 28
- 29 • Review time as submitted on the CTR, SF-261 and notify the TIME of
30 any discrepancies.
- 31
- 32 • Record time to the Emergency Firefighter Time Report, OF-288.
- 33

34 Incident Supervisors responsibilities:

- 35
- 36 • Document on-shift time, hazard pay/environmental differential,
37 compensable meal breaks, etc., on the CTR, SF-261, in accordance with
38 policies and regulations.

1 Incident Personnel (regular government employees and casuals)
2 responsibilities:

- 3
- 4 • Accurately report time to their incident supervisor.
- 5
- 6 • Review time records prior to demobilization.
- 7
- 8 • Submit time records to their home unit per agency direction.
- 9

10 Home Unit Timekeeper responsibilities:

- 11
- 12 • Apply agency pay regulations to determine pay entitlements including
13 overtime, pay differentials, compensable travel time and compensable
14 hours for a day off.
- 15

16 **Timekeeping/Recording Procedures**

17

18 Two forms are provided for recording time worked on an incident. The CTR,
19 SF-261 (Exhibit 4), is the initial timekeeping document. Time from the CTR is
20 transferred by the PTRC to the Emergency Firefighter Time Report, OF-288
21 (Exhibit 5).

22

23 The OF-288 is the official time reporting document that is certified as accurate
24 by the FSC or time unit.

25

26 On an incident of limited duration at the home unit that involves only home unit
27 personnel, the AA may elect to record emergency incident time directly on the
28 agency time reporting document.

29

30 Military time shall be used on all records pertaining to timekeeping and time
31 recording (Exhibit 2).

- 32
- 33 • Filing Time Reports – The CTR and OF-288 are filed in a sequence that
34 will facilitate accurate posting and timely review and retrieval. CTRs
35 are filed by crew, with the crew identified by name or number.
- 36
- 37 • Time Recording Control – The TIME establishes time recording
38 procedures to ensure on-shift time for all incident personnel is recorded
39 for each day assigned. The TIME will develop a system to identify
40 resources assigned. This may include reviewing the Incident Action
41 Plan (IAP) or referring to the resource order list.

- 1 • Documentation – The TIME ensures documentation of excess hours,
2 work/rest and other record keeping is completed. This may be
3 accomplished through the use of logs, recording on a calendar,
4 recording on the incident action plans, or other documentation methods
5 (Appendix B – Tool Kit).
6

7 **Crew Time Report, SF-261**

8

9 The incident supervisor certifies time worked by signing the CTR. The CTR
10 documents time for all crews and overhead. The ICs time report is signed by the
11 AA or other Command & General staff. Detailed instructions and samples for
12 the CTR are shown in Exhibit 4. Individuals' may not sign their own CTR.
13

14 Incident supervisor should be aware of the pay status of their subordinates, e.g.,
15 WG, GS, casual, cooperator, as this affects recording requirements.
16

17 Incident supervisor will certify CTRs for each operational period which contain
18 the following information:
19

20 On-Shift Time – Time of actual work, ordered standby, or compensable travel
21 that has a specific start and ending time.
22

23 Travel Time –Travel time shall be recorded on the CTR as follows:
24

- 25 • Travel to an Incident – Report travel time to an emergency incident on a
26 CTR and include:
27
- 28 ○ Time of departure from point where travel began, e.g., official
29 duty station, staging area, residence if outside daily tour of
30 duty. Record all travel time using the time zone of departure.
31
 - 32 ○ Delays or layovers of over 3 hours at transfer points.
33
 - 34 ○ Meal breaks.
35
 - 36 ○ Time of arrival at incident.

Timekeeping Methods

It is essential that employees and supervisors accurately and clearly report time on the CTR in order to facilitate time recording on the OF-288.

The primary consideration is to correctly compensate personnel on the incident for all hours in pay status.

There are 2 methods for timekeeping on the CTR:

- When a crew is in a pay status and time is identical, the names, classifications and on-shift time are listed with specific remarks in block 11 (Exhibit 4).
- When individuals' have different on-shift times, make an entry for each individual (Exhibit 4).

Emergency Firefighter Time Report, OF-288 for Regular Government Employees

Detailed instructions for completing the OF-288 for regular government employees are found in Exhibit 5.

OF-288s are prepared for all incident personnel at time of arrival at the incident. All on-shift time is reported on the CTR and recorded on the OF-288.

Initial attack personnel who are assigned to an incident will submit their time on a CTR to their incident supervisor for approval. The CTR is submitted to the Time Unit for recording on the OF-288.

- Travel to an Incident - Travel time is reported on a CTR and recorded on the OF-288 with a "T" entered on the right hand side of the hours column.
- Return Travel - Travel time from an incident to the individuals' official duty station must show:
 - Time of departure from the incident base.
 - Non-compensable meal breaks.
 - Delays of over 3 hours.
 - Time and date of arrival at official duty station.
 - Any other information required to determine entitlement to return travel time.

1 The time of departure from the incident is posted by the Time Unit, and
2 a "T" is entered on the right hand side of the Hours column. The
3 individual completes return travel time and obtains home unit
4 supervisor approval.
5

6 • Recording Hazard or Environmental Differential -
7

8 When GS employees perform hazardous duty during any part of the calendar
9 day, an "H" is entered on the right side of the Hours column (Exhibit 5).
10

- 11 ○ When Federal Wage System employees (WG, WL, WS)
12 perform work for which environmental differential is payable,
13 an "E" is entered on the right side of the Hours column.
14

15 The differential percentage with corresponding hours is noted
16 in the Remarks block 23.
17

- 18 • Position Change – Copy from the CTR the effective date, time, new job
19 title, and reason for change in the Remarks block and begin a new
20 column on the OF-288 to indicate the new position title. This
21 information is used to determine FLSA status.
22

- 23 • Guaranteed Hours – The Time Unit enters the hours as recorded on the
24 CTR. For additional hours necessary to meet base hours, the Time Unit
25 records "Guarantee" in the Start/Stop column and leaves the Hours
26 column blank. The home unit timekeeper is responsible to ensure the
27 proper amount of hours is applied to meet the employee's base tour of
28 duty.
29

- 30 • Recording Day(s) Off – The time unit records "Day Off" in the
31 Start/Stop column for an on-incident day off. The time unit leaves the
32 Hours column blank.
33

- 34 • If the end of a pay period occurs during an incident, information may be
35 transmitted via fax machines to the individual's home unit if:

- 36 ○ Incident time unit staffing is sufficient to provide this service.
37
38 ○ Home unit fax numbers are recorded on the OF-288.
39
40 ○ Fax machines are readily accessible.
41

Emergency Firefighter Time Report, OF-288, for Casuals

Casuals are hired and compensated in accordance with the AD Pay Plan (Exhibit 1). The AD Pay Plan includes pay rates, required situations for hire, conditions of hire, and position classifications.

Actions at Time of Hire for Single Resource Casual

- The hiring unit prepares the following:
 - OF-288/CTR to include position code and AD classification
 - Employment Eligibility Verification, I-9
 - Single Resource Casual Hire Information Form, PMS 934
 - Incident Behavior Form, PMS 935

These forms are prepared at the time of hire and the casual is provided the opportunity to complete federal Employees Withholding Allowance Certificate, W-4, Direct Deposit, and state income tax withholding forms. Detailed instructions for completing the OF-288 for casuals are found in Exhibit 6. The hiring unit retains the I-9, the Incident Behavior Form, and a copy of the Single Resource Casual Hire Information Form.

- The hiring official will provide the casual with:
 - Single Resource Casual Hire Information Form, PMS 934
 - Conditions of Hire
 - Incident Behavior Form, PMS 935
 - Position specific requirements, clothing and pertinent information.
 - Information regarding the AD Pay Plan.

The casual is required to provide the CTR and Single Resource Casual Hire Information Form to the incident Time Unit.

1 Situations may require that casuals be hired at the incident. The incident
2 agency provides direction regarding the disposition of the I-9, Single
3 Resource Casual Hire Form, Direct Deposit form, and Incident Behavior
4 Form. A new single resource hire form is not required when the casual's
5 position changes on an incident.
6

7 Federal (W-4) and state income tax withholding forms completed at the
8 incident are attached to the OF-288. Obtain submission/processing
9 guidelines for income tax withholding forms from the incident agency. For
10 long duration incidents, discuss with incident agency submission of these
11 forms prior to the release of the resource.
12

- 13 • Actions at Time of Hire for Casual Crews - The home unit prepares the
14 following:
 - 15 ○ OF-288, to include position code and AD classification
 - 16 ○ I-9
 - 17 ○ Direct Deposit form

18
19
20
21
22 These forms are prepared at the time of hire, and the casuals are provided
23 the opportunity to complete federal and state income tax withholding forms.
24 Detailed instructions for completing the OF-288 for casuals are found in
25 Exhibit 6. The hiring unit retains the I-9. The hiring unit or crew
26 representative informs the casuals of incident behavior expectations and
27 responsibilities. Sponsored casual crew incident behavior responsibilities
28 may be found in the crew agreement. If none are listed, utilize the Incident
29 Behavior Form (Exhibit 10).
30

31 The crew representatives will deliver the OF-288s or CTR to the incident
32 Time Unit.
33

- 34 • Actions of Time Unit - The Time Unit collects and examines time
35 reports for completeness and legibility. The PTRC records time from
36 the CTR to the OF-288. (Exhibit 6)
- 37
38 • Pay Rate Changes - Pay rate/position changes are recorded on the CTR
39 by the incident supervisor. The PTRC begins a new column on the
40 OF-288 with the new rate of pay and indicates reason for change in the
41 Remarks block of the OF-288.

- 1 • Guaranteed Hours - The Time Unit enters the on-shift hours as recorded
2 on the CTR. Any additional hours necessary to meet the 8 hour
3 guarantee are listed on a separate line of the OF-288 by the PTRC.
4 After the date, note "Guaranteed Hours" in the Start/Stop blocks and
5 post the necessary additional hours to the Hours column.
6
- 7 • Day-Off at Incident - The time unit records day- off as 8 in the Hours
8 column. Clock hours are not necessary.
9

10 **Closing Out Emergency Firefighter Time Reports**

11
12 The Time Unit reviews the time reports, ensures all on-shift time and
13 commissary issues have been posted, and signs block 26. All incident personnel
14 should sign block 25 of the OF-288. It is the responsibility of each individual to
15 ensure their time is posted accurately before leaving the incident.

16 The OF-288 may be a computer-generated form or the official preprinted form,
17 as long as the appropriate number of copies is made and an original signature in
18 other than black ink is on the payment document (Reference agency specific
19 policy for electronic signature acceptance in lieu of original signature).
20

21 When an individual or crew is transferred to another incident, the time unit
22 closes out the OF-288 and gives it to the regular government employee or crew
23 representative.
24

25 When an IMT is responsible for multiple incidents, e.g., a complex, and uses
26 resources on different incidents within the complex, use a separate column to
27 record time for each incident. Closing out the OF-288 for each incident is not
28 required. The OF-288 is closed out only when resources are demobilized from
29 the complex.
30

31 Initial attack resources generally move from incident to incident and are
32 managed by the incident agency. A new column is started for each new incident.
33 It is not always necessary to close out the OF-288 and start a new one.
34

35 The original CTR and file copy of the OF-288 are retained in the incident
36 finance records (Exhibit 36).
37

- 38 • Regular Government Employees - The Time Unit gives the original and
39 employee copy of the completed and signed OF-288 to the individual to
40 take back to their home unit.

- 1 • Casuals - The time unit processes the original OF-288 per hiring agency
2 policy. Return travel time should be estimated and posted directly to
3 the OF-288. A completed copy is given to each casual.
4
- 5 • Job Corps and YCC Enrollees - OF-288s are prepared and maintained
6 for all Job Corps and YCC enrollees. The OF-288 shall be completed
7 the same as for casuals.
8

9 All OF-288s for Job Corps and YCC enrollees are hand carried to the
10 home unit by the assigned supervisor or leader.

- 11
- 12 • If a casual is terminated for cause or quits, note the reason in the
13 Remarks block of the CTR and the OF-288. Compensation for return
14 travel is generally not made in these instances. Exceptions must be in
15 accordance with agreements or authorized by the IC for individuals' not
16 covered under an agreement. Blocks 7, 8, and 9 on the OF-288 must be
17 completed (Exhibit 6).
18

19 **Common Timekeeping Issues**

- 20
- 21 • Local Residents on Site - Local residents frequently go to the site of an
22 incident when an emergency occurs and are performing emergency
23 work when the initial attack resources arrive. The statements of work
24 and travel made by these citizens are normally accepted, but must be
25 verified by a supervisory official on a CTR. These individuals' may be
26 hired as casuals.
27
- 28 • Individuals' Moving from One Location to Another on the Same
29 Incident - If the incident has more than one base camp, the FSC is
30 responsible for providing time recording for all locations. This may
31 require additional Time Units to assure efficient time recording.
32
- 33 • Recording Clock Hours When Travel Crosses Time Zones - When
34 traveling to an incident from one time zone to another, continue to
35 record time in the clock hours of the first time zone until off-shift for
36 the day. Indicate over the Start and Stop columns the time zone of the
37 clock hours shown. The next work shift is recorded in the new time
38 zone. These same guidelines apply when returning to the home unit or
39 reassignment to another incident.

EXHIBITS

- 1
- 2
- 3 • Exhibit 1 – Administratively Determined (AD) Pay Plan for Emergency
- 4 Workers (Casuals)
- 5 • Exhibit 2 – Military Time Conversion
- 6 • Exhibit 3 – State Alpha Codes
- 7 • Exhibit 4 – Crew Time Report (SF-261)
- 8 • Exhibit 5 – Emergency Firefighter Time Report (OF-288) for Regular
- 9 Government Employees
- 10 • Exhibit 6 – Emergency Firefighter Time Report (OF-288) for Casual
- 11 Employees
- 12 • Exhibit 7 – Employment Eligibility Verification (I-9)
- 13 • Exhibit 8 – Checklist for Closing Out Emergency Firefighter Time
- 14 Reports (OF-288)
- 15 • Exhibit 9 – Single Resource Casual Hire Information Form (PMS 934)
- 16 • Exhibit 10 – Incident Behavior Form (PMS 935-1)
- 17 • Exhibit 11 – Exempt / Nonexempt Positions

EXHIBIT 1
ADMINISTRATIVELY DETERMINED (AD) PAY PLAN FOR
EMERGENCY WORKERS (CASUALS)

Insert current Pay Plan(s) here.

www.nwcg.gov

EXHIBIT 2
MILITARY TIME CONVERSION

REGULAR TIME**MILITARY TIME**

12 midnight	2400 or 0000
1 a.m.	0100
2 a.m.	0200
3 a.m.	0300
4 a.m.	0400
5 a.m.	0500
6 a.m.	0600
7 a.m.	0700
8 a.m.	0800
9 a.m.	0900
10 a.m.	1000
11 a.m.	1100
12 p.m.	1200
1 p.m.	1300
2 p.m.	1400
3 p.m.	1500
4 p.m.	1600
5 p.m.	1700
6 p.m.	1800
7 p.m.	1900
8 p.m.	2000
9 p.m.	2100
10 p.m.	2200
11 p.m.	2300

EXHIBIT 3
STATE ALPHA CODES

AL	Alabama	NE	Nebraska
AK	Alaska	NV	Nevada
AZ	Arizona	NH	New Hampshire
AR	Arkansas	NJ	New Jersey
CA	California	NM	New Mexico
CO	Colorado	NY	New York
CT	Connecticut	NC	North Carolina
DE	Delaware	ND	North Dakota
DC	District of Columbia	OH	Ohio
FL	Florida	OK	Oklahoma
GA	Georgia	OR	Oregon
HI	Hawaii	PA	Pennsylvania
ID	Idaho	RI	Rhode Island
IL	Illinois	SC	South Carolina
IN	Indiana	SD	South Dakota
IA	Iowa	TN	Tennessee
KS	Kansas	TX	Texas
KY	Kentucky	UT	Utah
LA	Louisiana	VT	Vermont
ME	Maine	VA	Virginia
MD	Maryland	WA	Washington
MA	Massachusetts	WV	West Virginia
MI	Michigan	WI	Wisconsin
MN	Minnesota	WY	Wyoming
MS	Mississippi	PR	Puerto Rico
MO	Missouri	VI	Virgin Islands
MT	Montana		

EXHIBIT 4
CREW TIME REPORT, SF-261

(1) Crew Name Blackwell R.D. Engine				(2) Crew Number E-5			
(3) Office Responsible for Fire Vale District BLM			(4) Fire Name Sun Creek		(5) Fire Number OR-VAD-000092		
(6)	(7)	(8)	(9)		(10)		
Re- marks No	Name of Employee	Classifica- tion	Date 8/8/XX		Date		
			Military Time		Military Time		
			On	Off	On	Off	
H	S. Burns	GS	0600	1900			
H	A. Brown	GS	0630	1900			
T	R. Wyatt	WG	0700	0930			
E			1000	1900			
(11) Remarks							
H - Hazard for uncontrolled fireline duty							
Unable to take meal break due to blow up on Division D.							
T - Wyatt traveled to incident to replace							
F. Johnson who was injured on 8/6.							
E - Env. Diff 25% for uncontrolled fireline duty							
Unable to take meal break due to blow up on division D							
(12) Officer-in-Charge (Signature) <i>Chris Port</i>				(13) Title (Officer-in-Charge) <i>DIVS</i>			
(14) Name (Person posting to Emergency Time Report) <i>Michael Bell</i>					(15) Date 8/8/XX		

261-101

Standard Form 261

(5/78)Prescribed by USDA-USDI (NWCG Handbook No.2)

EXHIBIT 4 – Continued

(1) Crew Name SRV # 2				(2) Crew Number C-6		
(3) Office Responsible for Fire Payette NF		(4) Fire Name River Road		(5) Fire Number ID-PAF-000030		
(6)	(7)	(8)	(9)		(10)	
Re- mar ks No	Name of Employee	Classifica- tion	Date 8/8/XX		Date 8/9/XX	
			Military Time		Military Time	
			On	Off	On	Off
	H. Castille	AD-F	2000	2400	0001	0800
	V. Reyes	AD-D				
	S. Hernandez	↓				
2	J. Tracheta	↓				
	A. Charez	AD-C				
	F. Smith	↓				
	J. Cadero	↓				
	J. Cavez Jr.	↓				↓
1	R. Fernandez	↓				0600
	H. Valdez	↓				0800
	G. Gusman	↓				0800
3	Jose Valdez	↓	↓	↓	↓	0130
(11) Remarks						
1 - Fernandez quit. No return travel or transportation authorized						
2 - Tracheta to transfer to SRV # 4 at end of shift.						
3 - J. Valdez injured and transported to hospital; arrived 0130						
Admitted.						
Unable to take meal break due to assisting burnout operation.						
(12) Officer-in-Charge (Signature) Joey LaRoecoa				(13) Title (Officer-in-Charge) DIVS		
(14) Name (Person posting to Emergency Time Report) Laurie Walters					(15) Date 8/11/XX	

EXHIBIT 4 – Continued

Instructions for form completion:

Time shall initially be recorded on Crew Time Report, SF-261 and transferred to the Emergency Firefighter Time Report, OF-288. An exception to this procedure could be where casuals are hired for 1 operational period and their on-shift time is recorded directly onto an OF-288. In this instance, the supervisor must sign the OF-288.

A CTR is prepared for each operational period as outlined below. Time must be reported in an accurate, legible fashion. At the end of the operational period, the original is given to the Time Unit. A copy is retained by the supervisor.

1. Crew Name. Use crew name or name of single resource.
2. Crew Number. Enter assigned resource order number.
3. Office Responsible for Fire. Enter incident agency (appropriate federal, state, or local office).
4. Fire Name. Enter assigned incident name.
5. Fire Number. Enter incident order number, not "P" number, e.g., MT-LNF-000016.
6. Remarks No. Enter number that corresponds to Remarks in Section 11.
7. Name of Employee. Self-explanatory.
8. Classification. Enter appropriate pay classification (AD-A through AD-M, GS, WG, etc.) or NWCG position code
9. Date. Enter month/day/year (8/3/XX) in Date block. Under Military Time heading, enter military clock time for each period of on-shift time during the operational period.
10. Date. If the operational period involves 2 days, use column 10 as instructed in Number 9 above.

EXHIBIT 4 – Continued

11. Remarks. Enter any pertinent information such as injury, discharge, transfer, position change, reason for hazard/environmental differential, compensable meal break, etc. Include Remarks No. from Item 6.
12. Officer-in-Charge. Signature of incident supervisor.
13. Title-Incident Supervisor Title. ICS position.
14. Name. Signature of person recording time on the Emergency Firefighter Time Report, OF-288.
15. Date. Date recorded on OF-288.

EXHIBIT 5
EMERGENCY FIREFIGHTER TIME REPORT, OF-288
FOR REGULAR GOVERNMENT EMPLOYEES

EMERGENCY FIREFIGHTER TIME REPORT
1. Identification Number: F 7114470
2. Ecdot Security Number: 000-00-0000
3. Initial Employment: [] Yes [] No
4. Type of Employment: [] Casual [X] Regular Gov't Employee [] Other
6. Hired At: ID-BOD
7. Employee Has (X One): [] Res. Discharged [] Out
8. Enabled to Return Travel Time (X One): [] Yes [] No
9. Enabled To Return Transportation (X One): [] Yes [] No
20. FIRE LOCATION IDENTIFICATION
1. Fire Name: Sun Creek
2. Fire No.: OR-VAD-000092
3. Unit Code: OR-VAD-000092
4. Fire Location: VAD
5. State: OR
6. Firefighter Classification: FFF2
7. Rate: GS
8. Date and Time: 08/05-08/10
9. Total Hours: 63.00
10. Gross Amount: 63.00
11. Inclusive Dates: 08/05-08/10
12. Time Officer's Signature: [Signature]
13. Date Signed: XX/XX/XX
22. Commodity Record
a. Date: 08/10/XX
b. Item: Toothbrush, Toothpaste
c. Amount: 5.00
d. Date: 08/14/XX
e. Item: T-Shirt
f. Amount: 13.50
Total: 18.50
24. AEO Check Number and Stamp
25. Employee Signature: [Signature]
26. Time Officer's Signature: [Signature]

COPY 2 - EMPLOYEE COPY

EXHIBIT 5 – Continued

Instructions for form completion:

1. Emergency Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. Social Security Number. Leave blank.
3. Initial Employment. Leave blank.
4. Type of Employee. For federal employees, check block "Regular Gov't Employee". For state, local and tribal government check "Other" for state, local, and tribal government employee.
5. Leave blank.
6. Hired At. Enter the employee's home unit identifier. (i.e. ID-BOD)
- 7-9 Leave blank.
10. Name. Enter regular government employee's full name. Do not use nicknames.
- 11-14. Street Address. Leave blank.
- 15-19. Accident Notification. Leave blank.
20. Fire Location Identification.
 - Column A, 1. Fire Name. Enter incident name.
 - Column A, 2. Fire No. Enter incident order number, e.g., MT-LNF-000016 or ID-BOD-000042. Do not use "P" number.
 - Column A, 3. Unit Code. (Organization code) Leave blank.

EXHIBIT 5 – Continued

- Column A, 4. Fire Location. Enter incident agency’s 3letter unit identifier for the specific location of the work assignment.
- Column A, 5. State Code. Enter alphabetical code for state in which the employee was on-shift (Exhibit 3).
- Column A, 6. Firefighter Classification. Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes if applicable, e.g., PTRC, FFT2, CREP. If the position code is THSP, specify in Remarks block the incident job title of the position to which the individual is assigned, e.g., Camp Crew Boss, Voucher Examiner. Each time an individual changes a job, close out that column, start a new column for the new job, and enter the new position code or job title if necessary.
- Column A, 7. Rate. Leave blank.
- Column A, 8a. Year. Enter the calendar year.
- Column A, 8b-8c. Month/Day. Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and column to column.
- One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks block enter reason for breaks in dates.
- Column A, 8d-8e. Start/Stop. Enter military clock time for each period of on-shift time.

EXHIBIT 5 – Continued

Column A, 8f.

Hours. Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for a half hour and 0.25 for a quarter hour. Show the net difference between 8d. and 8e. When applicable, enter "T" for travel status, "H" for hazardous duty, or "E" for environmental differential.

Compensable travel time to and from the incident and related waiting time should be recorded on separate lines from other compensable time, such as on-shift time.

When compensable time (work, travel, ordered standby) in a calendar day totals less than 8 hours, the Personnel Time Recorder shall enter a separate line on the OF-288, noting "Guarantee" in the Start/Stop columns and leave the Hours column blank. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply to the first and last day of assignment if these days fall on the individual's regularly scheduled day off.

Day(s) Off. No specific clock hours are to be entered. "Day Off" is entered in the Start/Stop columns, with the Hours column left blank. If an employee is sick on the incident, record "Day Off" with the Hours column left blank and a notation in the Remarks block for sick leave.

Column A, 9.

Total Hours. Add column and enter total hours.

Column A, 10.

Gross Amount. Leave blank.

EXHIBIT 5 – Continued

- Column A, 11. Inclusive Dates. Enter dates covered in the month/day column. For example, enter 9/4-9/7 for September 4 through September 7.
- Column A, 12. Time Officer's Signature. The OF-288 should be signed in other than black ink by the Time Unit Leader or other authorized official. A Personnel Time Recorder will usually sign this block verifying that posting is accurate and complete for each column.
- Column A, 13. Date Signed.
21. Leave entire section blank. Home units may utilize this space to record agency specific cost accounting data.
22. Commissary Record. Itemize all commissary purchases here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, but this form should not be attached to the OF-288. Enter total amount of commissary purchases.
23. Remarks. Indicate environmental differential/hazard information, job title changes, etc.
24. ADO Check Number and Stamp. Leave blank.
25. Employee Signature. All incident personnel are required to sign the OF-288 in other than black ink.
26. Time Officer's Signature. The form should be signed by the Time Unit or other authorized official in other than black ink.

EXHIBIT 6
EMERGENCY FIREFIGHTER TIME REPORT, OF-288
FOR CASUALS

EMERGENCY FIREFIGHTER TIME REPORT
1. Identification Number: F 7114470
2. Social Security Number: XXX-XX-0000
3. Initial Employment (X One): Yes
4. Type of Employment (X One): Casual
5. Transferred from: ID-BOD
6. Employee Has (X One): None
7. Employer's Return: Yes
8. Employee's Return: Yes
9. ZIP CODE: ID XXXXX
10. Name: Smokey T. Bear
11. Street Address: 123 Smokey Lane
12. City: Boise
13. State: ID
14. Zip Code: XXXXX
15. Name:
16. Street Address:
17. City:
18. State:
19. Telephone No.
20. FIRE LOCATION IDENTIFICATION
21. Summary of fire incidents with columns for Mo, Day, Start, Stop, Hours, and Amount.
22. Commodity Report table with columns for Commodity, Item, and Amount.
23. Remarks: 08/12 Released due to family emergency
24. ADO Check Number and Stamp
25. Employee Signature and Time Officer Signature

* Equipment rentals must be supported with OF-284 and OF-287 NSN 764-01-124-7633 OPTIONAL FORM 288 (Rev. 3/83) US/M/USDI 50288-102

COPY 1 - FILE COPY

EXHIBIT 6 – Continued

Instructions for form completion:

Items that are bolded and italicized are mandatory fields for payment processing.

1. Emergency Firefighter Time Report Number. Preprinted number. Used for commissary. Do not delete or cross out this number.
2. ***Social Security Number***. (mandatory) Enter the last 4 digits of the individuals' SSN. If using electronic time recording system, Time Unit ensures last 4 digits of SSN are handwritten on payment copy of the OF-288.
3. Initial Employment. Check "Yes" if individual is being hired for the first time this calendar year.
4. ***Type of Employee***. (mandatory) Check "Casual".
5. Transferred From. If the casual was transferred from another incident, enter incident name and check current OF-288 against any earlier one to prevent overlapping time and duplicate payments.
6. ***Hired At***. (mandatory) Enter state abbreviation and hiring agency's 3 letter unit identifier, e.g., AK-GAD, CA-ENF, ID-BOD.
7. Employee Has. Check box at time of release if casual has been discharged or quit.
8. ***Entitled To Return Travel Time***. (mandatory) Check "Yes" or "No" at the time of release.
9. Entitled to Return Transportation. Check "Yes" or "No" at the time of release.
10. ***Name***. (mandatory) Enter casual's full name, exactly as shown on identification. Do not use nicknames.

EXHIBIT 6 – Continued

11-14 **Street Address**. (mandatory) Show casual's permanent mailing address, including city, state, and zip code. This will be used to verify the check mailing address if there is no direct deposit initiated.

15-19 **Accident Notification**. Leave blank.

20. **Fire Location Identification**.

Column A, 1. **Fire Name**. Enter incident name.

Column A, 2. **Fire No.** (mandatory) Enter incident order number (e.g., MT-LNF-00016). Do not use "P" number.

Column A, 3. **Unit Code**. Leave blank.

Column A, 4. **Fire Location**. Enter incident agency's 3 letter unit identifier for the specific location of the work assignment.

Column A, 5. **State Code**. Enter alphabetical code for state in which the casual was on-shift. Reference Exhibit 3.

Column A, 6. **Firefighter Classification**. (mandatory) Enter the NWCG approved position code found in Appendix A – Acronyms & Position Codes if applicable, e.g., PTRC, FFT2, CREP and AD classification. If the position code is THSP, specify in the Remarks block the position title to which the individual is assigned e.g., Camp Crew Boss, Laborer. Each time an individual changes a job, close out that column, start a new column for the new job, and enter the new position code or job title if necessary.

Column A, 7. **Rate**. (mandatory) Enter AD hourly pay rate.

Column A, 8a. **Year**. (mandatory) Enter calendar year.

EXHIBIT 6 – Continued

Column A, 8b-8c. **Month/Day**. (mandatory) Enter month and day on-shift. (Example: February 1 is 2/1). Enter dates consecutively from row to row and from column to column. One exception is the posting of continuation of pay or posting of time when assigned to a complex with multiple incidents. In Remarks enter reason for breaks in dates.

Column A, 8d-8e. **Start/Stop**. (mandatory) Enter military clock time for each period of on-shift time.

Column A, 8f. **Hours**. (mandatory) Enter hours in single digits for whole hours, e.g., 1.00 for one hour, decimals for half and quarter hours, e.g., 0.50 for a half hour and 0.25 for a quarter hour. Show the net difference between d. and e. For hours in travel status, enter a "T" in the Hours column.

Compensable travel time to and from the point of hire and related waiting time is recorded on separate lines from other compensable time, such as on-shift time. Do not use a separate column when reporting travel time. Reference AD Pay Plan for Emergency Workers for compensable travel for casuals (Exhibit 1).

When compensable time (work, travel, ordered standby) in a calendar day totals less than 8 hours, the Personnel Time Recorder shall enter a separate line on the OF-288 noting "guarantee" after the month/day and posting the necessary additional hours to the Hours column. Clock time for guaranteed hours should not be shown. Guaranteed hours do not apply on the first and last day.

EXHIBIT 6 – Continued

Day(s) Off. No specific clock hours are to be entered. Enter “Day Off” in the Start/Stop column with “8” in the Hours column.

- Column A, 9. Total Hours. Add column and enter total hours.
- Column A, 10. Gross Amount. Leave blank.
- Column A, 11. Inclusive Dates. Enter dates covered in the month/day column. For example, enter 9/4-9/7 for September 4 through September 7.
- Column A, 12. Time Officer's Signature. (mandatory) The OF-288 should be signed in other than black ink by either the Time Unit Leader or other authorized official. A Personnel Time Recorder will usually sign this block verifying that posting is accurate and complete for each column.
- Column A, 13. Date Signed. (mandatory) Self-explanatory.
21. Leave entire section blank. Home units may utilize this space to record agency specific cost accounting data.
22. Commissary Record. Itemize all commissary purchases here. Purchases must be supported by a Commissary Issue Record, OF-287, or equivalent form, but this form should not be attached to the OF-288. Enter total amount of commissary purchases.
23. Remarks. Specify incident job title if THSP; promotion; reason for discharge; transfer; position changes, etc.
24. ADO Check Number and Stamp. Do not write in this Block. It will be used by payment personnel.
25. Employee (Signature). Self-explanatory. All casuals are required to sign the OF-288 in other than black ink.

EXHIBIT 6 – Continued

26. Time Officer's Signature. The form should be signed by either the Time Unit Leader or other authorized official in other than black ink.

EXHIBIT 7
EMPLOYMENT ELIGIBILITY VERIFICATION FORM, I-9

Form available at http://www.uscis.gov/files/form/i-9.pdf

OMB No. 1615-0047; Expires 08/31/12

Department of Homeland Security
U.S. Citizenship and Immigration Services

Form I-9, Employment Eligibility Verification

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee.

Section 1. Employee Information and Verification (To be completed and signed by employee at the time employment begins.)

Print Name: Last First Middle Initial Maiden Name
Pulaski Jane J Morelli
Address (Street Name and Number) Apt. # Date of Birth (month/day/year)
21 East Hwy 21 01/01/1990
City State Zip Code Social Security #
Nampa ID 83651 000-00-0000

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

Employee Signature (Handwritten Signature)

I attest, under penalty of perjury, that I am (check one of the following):

- [X] A citizen of the United States
[] A noncitizen national of the United States (see instructions)
[] A lawful permanent resident (Alien #)
[] An alien authorized to work (Alien # or Admission #) until (expiration date, if applicable - month/day/year)

Employee Signature Date (month/day/year) 05/13/2010

Preparer and/or Translator Certification (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature Print Name
Address (Street Name and Number, City, State, Zip Code) Date (month/day/year)

Section 2. Employer Review and Verification (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A OR List B AND List C
Document title: Idaho Driver's License Social Security Card
Issuing authority: #000000 000-00-0000
Document #:
Expiration Date (if any): 06/11/XX Exp Date

CERTIFICATION: I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative Print Name Title
Tom Planks Admin Officer
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code) Date (month/day/year)
USFS 323 Highway 5 Grangeville, ID 83702 5/13/2010

Section 3. Updating and Reverification (To be completed and signed by employer.)

A. New Name (if applicable) B. Date of Rehire (month/day/year) (if applicable)
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.
Document Title: Document #: Expiration Date (if any):

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.

Signature of Employer or Authorized Representative Date (month/day/year)

EXHIBIT 7 – Continued

Department of Homeland Security

U.S. Citizenship and Immigration Services

OMB No. 1615-0047; Expires 08/31/12

Form I-9, Employment Eligibility Verification**Instructions**
Read all instructions carefully before completing this form.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the United States) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents presented have a future expiration date may also constitute illegal discrimination. For more information, call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-8155.

What is the Purpose of This Form?

The purpose of this form is to document that each new employee (both citizen and noncitizen) hired after November 6, 1986, is authorized to work in the United States.

When Should Form I-9 Be Used?

All employees (citizens and noncitizens) hired after November 6, 1986, and working in the United States must complete Form I-9.

Filling Out Form I-9**Section 1, Employee**

This part of the form must be completed no later than the time of hire, which is the actual beginning of employment. Providing the Social Security Number is voluntary, except for employees hired by employers participating in the USCIS Electronic Employment Eligibility Verification Program (EVerify). **The employer is responsible for ensuring that Section 1 is timely and properly completed.**

Noncitizen nationals of the United States are persons born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.

Employers should note the work authorization expiration date (if any) shown in **Section 1**. For employees who indicate an employment authorization expiration date in **Section 1**, employers are required to reverify employment authorization for employment on or before the date shown. Note that some employees may leave the expiration date blank if they are aliens whose work authorization does not expire (e.g., asylees, refugees, certain citizens of the Federated States of Micronesia or the Republic of the Marshall Islands). For such employees, reverification does not apply unless they choose to present

in Section 2 evidence of employment authorization that contains an expiration date (e.g., Employment Authorization Document (Form I-766)).

Preparer/Translator Certification

The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his or her own. However, the employee must still sign Section 1 personally.

Section 2, Employer

For the purpose of completing this form, the term "employer" means all employers including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors. Employers must complete **Section 2** by examining evidence of identity and employment authorization within three business days of the date employment begins. However, if an employer hires an individual for less than three business days, **Section 2** must be completed at the time employment begins. Employers cannot specify which document(s) listed on the last page of Form I-9 employees present to establish identity and employment authorization. Employees may present any List A document OR a combination of a List B and a List C document.

If an employee is unable to present a required document (or documents), the employee must present an acceptable receipt in lieu of a document listed on the last page of this form. Receipts showing that a person has applied for an initial grant of employment authorization, or for renewal of employment authorization, are not acceptable. Employees must present receipts within three business days of the date employment begins and must present valid replacement documents within 90 days or other specified time.

Employers must record in Section 2:

1. Document title;
2. Issuing authority;
3. Document number;
4. Expiration date, if any; and
5. The date employment begins.

Employers must sign and date the certification in **Section 2**. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. If photocopies are made, they must be made for all new hires. Photocopies may only be used for the verification process and must be retained with Form I-9. **Employers are still responsible for completing and retaining Form I-9.**

Form I-9 (Rev. 08/07/09) Y

EXHIBIT 7 – Continued

For more detailed information, you may refer to the *USCIS Handbook for Employers* (Form M-274). You may obtain the handbook using the contact information found under the header "USC IS Forms and Information."

Section 3, Updating and Reverification

Employers must complete **Section 3** when updating and/or reverifying Form I-9. Employers must reverify employment authorization of their employees on or before the work authorization expiration date recorded in **Section 1** (if any). Employers **CANNOT** specify which document(s) they will accept from an employee.

- A. If an employee's name has changed at the time this form is being updated/reverified, complete Block A.
- B. If an employee is rehired within three years of the date this form was originally completed and the employee is still authorized to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.
- C. If an employee is rehired within three years of the date this form was originally completed and the employee's work authorization has expired or if a current employee's work authorization is about to expire (reverification), complete Block B; and:
 1. Examine any document that reflects the employee is authorized to work in the United States (see List A or C);
 2. Record the document title, document number, and expiration date (if any) in Block C; and
 3. Complete the signature block.

Note that for reverification purposes, employers have the option of completing a new Form I-9 instead of completing **Section 3**.

What Is the Filing Fee?

There is no associated filing fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the Privacy Act Notice below.

USCIS Forms and Information

To order USCIS forms, you can download them from our website at www.uscis.gov/forms or call our toll-free number at 1-800-870-3676. You can obtain information about Form I-9 from our website at www.uscis.gov/forms or by calling 1-888-464-4218.

Information about E-Verify, a free and voluntary program that allows participating employers to electronically verify the employment eligibility of their newly hired employees, can be obtained from our website at www.uscis.gov/e-verify or by calling 1-888-464-4218.

General information on immigration laws, regulations, and procedures can be obtained by telephoning our National Customer Service Center at 1-800-375-5283 or visiting our Internet website at www.uscis.gov.

Photocopying and Retaining Form I-9

A blank Form I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed Form I-9s for three years after the date of hire or one year after the date employment ends, whichever is later.

Form I-9 may be signed and retained electronically, as authorized in Department of Homeland Security regulations at 8 CFR 274a.2.

Privacy Act Notice

The authority for collecting this information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by authorized officials of the Department of Homeland Security, Department of Labor, and Office of Special Counsel for Immigration-Related Unfair Employment Practices.

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the Immigration Reform and Control Act of 1986.

**EMPLOYERS MUST RETAIN COMPLETED FORM I-9
DO NOT MAIL COMPLETED FORM I-9 TO ICE OR USCIS**

Form I-9 (Rev. 08/07/09) Y Page 2

EXHIBIT 7 – Continued**Paperwork Reduction Act**

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 12 minutes per response, including the time for reviewing instructions and completing and submitting the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Management Division, 111 Massachusetts Avenue, N.W., 3rd Floor, Suite 3008, Washington, DC 20529-2210. OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**

EXHIBIT 7 – Continued

LISTS OF ACCEPTABLE DOCUMENTS

All documents must be unexpired

LIST A	OR	LIST B	AND	LIST C
Documents that Establish Both Identity and Employment Authorization		Documents that Establish Identity		Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		1. Social Security Account Number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)				2. Certification of Birth Abroad issued by the Department of State (Form FS-545)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		3. Certification of Report of Birth issued by the Department of State (Form DS-1350)
4. Employment Authorization Document that contains a photograph (Form I-766)		3. School ID card with a photograph		4. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with Form I-94 or Form I-94A bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form		4. Voter's registration card		5. Native American tribal document
		5. U.S. Military card or draft record		
		6. Military dependent's ID card		
		7. U.S. Coast Guard Merchant Mariner Card		6. U.S. Citizen ID Card (Form I-197)
		8. Native American tribal document		7. Identification Card of Use of Resident Citizen in the United States (Form I-179)
	9. Driver's license issued by a Canadian government authority			
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		For persons under age 18 who are unable to present a document listed above:		
		10. School record or report card	8. Employment authorization document issued by the Department of Homeland Security	
		11. Clinic, doctor, or hospital record		
	12. Day-care or nursery school record			

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

EXHIBIT 8
CHECKLIST FOR CLOSING OUT EMERGENCY
FIREFIGHTER TIME REPORTS, OF-288s

The TIME shall establish a daily audit process to ensure accurate posting of time and commissary issues. A list of missing time should be established, posted, and updated daily so that incident supervisors can be notified of omissions. This can be accomplished by use of a log that records hours posted per operational period for crews and incident personnel.

1. Time Unit personnel should verify the following when auditing OF-288s:
 - A. SSN present for casual employees.
 - B. Type of employment indicated.
 - C. Complete mailing address for casuals.
 - D. Home unit identifier.
 - E. Incident name and incident order number indicated in all columns.
 - F. AD classification, pay rate, position title and NWCG position code for casuals. Cross check AD classification with position title to ensure proper pay rate is applied.
 - G. NWCG position code indicated for incident personnel.
 - H. Time posted chronologically. Verify time posted against Crew Time Report, SF-261.
 - I. Columns totaled (hours only), inclusive dates indicated and columns signed.
2. When notified that the crew/individual will be demobilized, determine if the crew/individual is going home or to another incident.

EXHIBIT 8 – Continued

If the crew/individual is going home, the OF-288 will be closed out and beginning travel time posted. Follow agency procedures for disposition of the OF-288.

If the crew/individual is going to another incident, close out the OF-288 as below and initiate travel time to the new incident on a CTR.

- A. Ensure all commissary issues have been posted. Total the commissary amounts per individual.
- B. Ensure time has been properly documented on a CTR and CTRs have been posted.
- C. Ensure travel has been posted according to home/hiring agency procedures. Post beginning travel time and sign on the next line. Leave remainder of column open for home unit supervisor to post and approve ending travel time.

Estimate and record return travel time for casuals and close out final columns.

- D. Cross out unused and blank time entry columns.
 - E. The Time Unit Leader coordinates transmission of the required pay documents for casuals.
 - F. Forward original injury documents per home unit agency guidelines. Temporary copies are sent home with employee or destroyed.
3. Once all these items have been verified and completed, all incident personnel will sign their OF-288 in other than black ink. The crew representative/individual is given the original and employee copy of the OF-288. The file copy is retained for the Incident Finance Package (Exhibit 36).

EXHIBIT 8 – Continued

If the incident agency is processing payments, payment procedures will be followed and facilitated by the TIME to ensure all payment documents are provided to the incident agency.

4. Reference Chapter 30 for procedures regarding non-returned property and the resulting documentation and OF-288 deductions.

Each crew and single resource will present a Demobilization Checklist to the Time Unit. Time Unit personnel will verify that all other sections of the checklist have been completed. Once the OF-288 has been closed out, signed, and file copies made, the Demobilization Checklist can be signed and given to the crew representative/individual for completion of the demobilization process.

EXHIBIT 9
SINGLE RESOURCE CASUAL HIRE INFORMATION FORM, PMS 934

Single Resource Casual Hire Information Form

HIRING UNIT INFORMATION
Office Name: Unit ID: Date:
Address: City: State: Zip:
Hiring Official Name: Telephone:

CASUAL INFORMATION
Casual's Name: Phone No: Start Date:

POSITION INFORMATION
Job Title: AD Class: AD Rate: \$
Incident Order #: Fire code: Request #:

Hiring of emergency personnel may be made according to the provisions of the Pay Plan for Emergency Workers when any of the following exists (see Pay Plan for specific determinations):

- 1. To fight a going fire.
2. Unusually dry period or fire danger is high to extreme.
3. To provide support to ongoing incidents to include post-incident administration (dispatch, warehouse/cache, administrative support) normally not to exceed 90 calendar days.
4. To place firefighter on standby for expected dispatch.
5. Temporarily replace members of fire suppression crews or fire management personnel who are on fires.
6. To attend fire suppression training.
7. To instruct fire suppression training when all other methods of hiring and contracting instructors have been exhausted.
8. To cope with floods, storms or any other emergency.
9. To carry out emergency stabilization work when there is an immediate danger of loss of life or property.
10. Following a natural emergency to develop plans and manage emergency stabilization efforts (not to exceed 90 calendar days).
11. To meet mission assignments issued by FEMA.
12. Hazardous Fuel Reduction NTE 300 hours per calendar year (DOI agencies only)

TRAVEL/TRANSPORTATION

Casual is entitled to transportation to and from the incident: No Yes

Transportation method:

- Airline
POV (Mileage reimbursement authorized)
Rental vehicle (Must be on resource order. Rental provided by: Casual or Government)
Other (list, such as bus, gov't vehicle, EERA):

Check One:

- Casual to be subsisted by government. Hiring unit will reimburse approved incidental expenses at actual cost; receipts required.
Casual will not be subsisted; travel authorization has been issued. Hiring unit to reimburse lodging, meals, and incidental expenses at standard per diem rate. Indicate TA #: []

EMPLOYMENT FORMS

Completed by:

Agency:

- I-9, Employment Eligibility Verification
OF-288, Emergency Firefighter Time Report (Complete Top section, Column A 1-8 and travel start time)
Direct Deposit form (if applicable) Provide to Casual
State/federal government-issued Picture ID verified and in Casual's possession (required for all positions)
Incident qualification card (if required for position) verified and in Casual's possession
State-required certification verified, if required for position (e.g., CDL, driver's license)

Casual:

- Federal W-4 State W-4 W-5, if applicable
Incident Behavior Form signed

I understand that I am being hired under the terms and conditions of the Administratively Determined Pay Plan for Emergency Workers.

Casual Signature (Required) Date Hiring Official Signature (Required) Date

Distribution: Follow Hiring Agency procedures

EXHIBIT 9 – Continued**Non-Discrimination Policy Statement**

"The U.S. Government prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) "

Forest Service hires: to file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

EXHIBIT 10
INCIDENT BEHAVIOR FORM (ENGLISH), PMS 935-1

Incident Behavior

Common Responsibilities
Volunteers and Single Resource Casual Hires

Inappropriate Behavior:

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. **Harassment in any form will not be tolerated.** When you observe or hear of inappropriate behavior you should:

- Inform and educate subordinates of their rights and responsibilities
 - Tell the harasser to stop the offensive conduct.
- Provide support to the victim.
- Report the incident to your supervisor and the individuals' supervisor, if the behavior continues. Disciplinary action may be necessary.
- Develop appropriate corrective measures.
- Document inappropriate behavior and report it to the appropriate incident manager or agency official.
- While working in and around private property, recognize and respect all private property.

Drugs and Alcohol:

- Non-prescription unlawful drugs and alcohol are not permitted at the incident.
- Use of medical marijuana on incidents is prohibited.
- Possession or use of these substances will result in disciplinary action.
- During off-incident rest periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will result in disciplinary action.
- Be a positive role model. Do not be involved with drug or alcohol abuse.
- Report any observed drug or alcohol abuse to your supervisor.

I have read and I understand the above described incident behavior responsibilities:

Signature

Date

PMS 935-1 (English) (August 2012)

EXHIBIT 10 - INCIDENT BEHAVIOR FORM (SPANISH), PMS 935-2**Comportamiento En Incidentes****Responsabilidades Comunes
Empleo Casual de Voluntarios y Recursos Individuales****Comportamiento inapropiado:**

Es extremadamente importante que comportamiento inapropiado sea reconocido y tratado con prontitud. Comportamiento inapropiado es todo tipo de acoso incluyendo sexual y racial. **Acoso de cualquier tipo no será tolerado.** Cuando usted observe o escuche comportamiento inapropiado usted debe:

- Informar y educar al personal de sus derechos y responsabilidades. Dígale al acosador(a) que pare su conducta ofensiva.
- Proporcionar apoyo a la victima.
- Reportar el incidente a su supervisor y al supervisor de esa persona, si el comportamiento continúa. Una acción disciplinaria puede ser necesaria.
- Desarrollar medidas apropiadas de corrección.
- Documente todo comportamiento inapropiado y repórtelo al jefe del incidente o al oficial de agencia apropiado.
- Al trabajar en o alrededor de propiedad privada, reconozca y respete toda propiedad privada.

Drogas y Alcohol:

- Drogas ilegales no recetadas y alcohol no son permitidas en incidentes.
- El uso de la marihuana medicinal en los incidentes está prohibido.
- Posesión o uso de estas sustancias resultara en una acción disciplinaria.
- Durante periodos de descanso en incidentes, todo personal es responsable por su conducta apropiada y mantenimiento de condición física para cumplir con sus deberes. Abuso de drogas y alcohol que resulte en incapacidad para cumplir con sus deberes resultara en una acción disciplinaria.
- Sea un modelo positivo. No se involucre en el abuso de drogas y alcohol.
- Reporte cualquier observación de abuso de drogas o alcohol a su supervisor.

Yo he leído y entiendo el comportamiento y responsabilidades durante incidentes descrito arriba:

Firma

Fecha

EXHIBIT 11
EXEMPT / NONEXEMPT POSITIONS

Position	Exempt	Nonexempt
Administrative Payment Team (APT) Leader	X	
Administrative Payment Team (APT) Member		X
Agency Representative	X	
Air Attack Group Supervisor	X	
Air Support Group Supervisor	X	
Air Tanker Coordinator	X	
Aircraft Base Radio Operator		X
Aircraft Timekeeper		X
BAER Team Leader & Members	X	
Buying Team Leader	X	
Buying Team Member		X
Claims Specialist		X
Commissary Manager	X	
Communications Technician		X
Communications Unit Leader	X	
Compensation for Injury Specialist		X
Compensation/Claims Unit Leader	X	
Computer Technical Specialist		X
Contracting Officer Representative		X
Cook		X
Cook's Helper		X
Cost Apportionment Team Leader		X
Cost Team Member		X
Cost Unit Leader	X	
Crew Representative	X	
Deck Coordinator		X
Demobilization Recorder		X
Demobilization Unit Leader	X	
Display Processor		X
Dispatch Recorder		X

EXHIBIT 11 – Continued

Position	Exempt	Non Exempt
Dispatcher		X
Division/Group Supervisor	X	
Documentation Recorder		X
Documentation Unit Leader		X
Dozer Boss (Crew Boss)		X
Dozer/Tractor Plow Operator		X
Driver/Operator		X
EMT – Basic		X
EMT – Intermediate		X
EMT – Paramedic		X
ESF4 Primary Leader	X	
ESF4 Structure Support	X	
ESF4 Wildland Support	X	
Engine Boss		X
Equipment Manager		X
Equipment Time Recorder		X
Expanded Dispatch Coordinator	X	
Facilities Maintenance Specialist		X
Facilities Unit Leader	X	
Felling Boss (Crew Boss)		X
FEMA ESF4 Administrative Support		X
Field Observer		X
Finance/Administration Section Chief	X	
Fire Behavior Analyst	X	
Firefighter		X
Firing Boss (Crew Boss)	X	
Fixed Wing Base Manager	X	
Food Unit Leader	X	
Ground Support Unit Leader	X	
Hand Crew Boss	X	
Helibase Manager	X	
Helicopter Coordinator	X	
Helicopter Manager (Crew Boss)	X	
Helispot Manager		X

EXHIBIT 11 – Continued

Position	Exempt	Non Exempt
Human Resources Specialist	X	
Incident Business Advisor	X	
Incident Commander	X	
Incident Head Dispatcher	X	
Incident Meteorologist	X	
Information Officer	X	
Infrared Interpreter	X	
Interagency Resource Rep		X
Liaison Officer	X	
Loadmaster		X
Logistics Section Chief	X	
Mechanic		X
Medical Unit Leader	X	
Messenger		X
Operations Branch Director	X	
Operations Section Chief	X	
Ordering Manager		X
Parking Tender		X
Personnel Time Recorder		X
Planning Section Chief	X	
Prevention Team Leader	X	
Prevention Team Members		X
Probe-eye Operator		X
Procurement Unit Leader	X	
Receiving/Distribution Manager	X	
Recorder		X
Resource Unit Leader	X	
Safety Officer	X	
Security Manager	X	
Security Personnel		X
Service Branch Director	X	
Situation Unit Leader	X	
Squad Boss		X
Staging Area Manager		X
Status/Check-in Recorder		X
Supply Unit Leader	X	

EXHIBIT 11 – Continued

Position	Exempt	Non Exempt
Supervisory Dispatcher	X	
Support Branch Director	X	
Support Dispatcher		X
Take Off/Landing Coordinator		X
Task Force/Strike Team Leader	X	
Time Unit Leader	X	
Tool and Equipment Helper		X
Tool and Equipment Specialist		X
Training Specialist		X
Weather Observer		X

OBJECTIVE

Commissaries are established to serve the needs of all incident personnel. Casuals, regular government employees, and all other assigned personnel should be equipped to be self-sufficient for a minimum of 14 days on the incident to reduce the need for commissary.

RESPONSIBILITIESIncident Agency responsibilities:

- Provide direction to the incident management team (IMT) regarding availability and use of commissary and agency specific requirements regarding commissary items and documentation.

Finance/Administration Section Chief (FSC) responsibilities:

- Establish and oversee the commissary operation.
- Determine the need and type of commissary based on the size, type, and projected incident duration.

Time Unit Leader (TIME) responsibilities:

- Post commissary issue deductions to the appropriate pay document.
- Provide management, security and accountability for an agency-provided commissary.
- Ensure deductions are posted in a timely manner.

Procurement Unit Leader (PROC) responsibilities:

- Ensure commissary issue deductions are posted to the appropriate vendor pay document.
- Ensure deductions are posted in a timely manner.

Home Unit responsibilities:

- Process payroll deductions posted on the Emergency Firefighter Time Report, OF-288, in accordance with agency policy.

1 Payment Unit responsibilities:

- 2
- 3 • Process vendor deductions posted on the Emergency Equipment Use
 - 4 Invoice, OF-286.
- 5

6 **DEFINITIONS**

7

8 Definitions used throughout this handbook are located in Appendix C -

9 Glossary.

10

11 **Commissary Privileges – Payroll Deduction**

12

13 Individual's authorized payroll deduction commissary privileges shall present

14 either the Conditions of Hire page of the Emergency Firefighter Time Report,

15 OF-288, or documentation provided by the time unit as authorization to receive

16 commissary.

17

- 18 • Regular government employees and casuals may be authorized payroll
 - 19 deductions for commissary purchases.
 - 20
 - 21 • State employees and local cooperators may have commissary payroll
 - 22 deductions if authorized by cooperative agreement, geographic area
 - 23 supplement, or state agency policy.
 - 24
 - 25 • National Guard personnel hired as casuals may be authorized payroll
 - 26 deduction commissary privileges. National Guard mobilized by the
 - 27 Governors orders are not authorized commissary by payroll deduction.
 - 28
 - 29 • Military personnel are not entitled to commissary by payroll deduction.
- 30

31 **Commissary Privileges - Contractors**

32

33 Contractors and their authorized personnel may be issued commissary with

34 approval of the contractor or contractor's agent. Contractors and their

35 authorized personnel shall present a copy of the contractor invoice as

36 authorization to receive invoice deducted commissary. A copy of the contractor

37 invoice is obtained from the procurement unit.

38

39 The amount issued is posted as a deduction to the appropriate vendor invoice

40 used for contract payments. The PROC ensures that supporting documents,

41 such as copies of the Commissary Issue Record, OF-287 (Exhibit 12), or

42 Waybill are attached to the contractor invoice.

Agency-Provided Commissary

An agency-provided commissary may be established to provide individual items ordered by incident personnel.

- Commissary should be limited to personal items necessary to keep incident personnel productive.
- Tobacco products may be sold through the commissary in carton-size, rolls, or complete package quantities only. Incidents must abide by state restrictions on the sale of tobacco products to minors. Tobacco products will not be dispensed free of charge.
- Agency-provided commissaries cannot accept cash or credit cards for commissary purchases.

Ordering/Receiving Procedures

- Incident supervisor requests commissary items through the time unit on ICS-213, General Message form, by individual name and item requested.
- TIME requisitions commissary items through the Logistics Section on ICS-213, General Message form or other approved requisition. All resource order forms for commissary shall clearly state that the items are for commissary.
- The Logistics Section forwards commissary resource orders to the incident agency per the established ordering process. Normally, these items are procured by the incident agency acquisition staff or assigned Buying Team (BUYT). The incident agency acquisition staff/BUYT completes the Commissary Accountability Record, OF-284, or Waybill to transfer items, arranges delivery of the items to the incident, and processes all returned items. Commissary supplies should be purchased separately from other items to facilitate accountability.
- TIME inventories all items received and verifies against the OF-284, invoice, Waybill, or other transfer document. TIME signs for receipt of goods on the OF-284 or Waybill, and returns a copy to the incident agency acquisition staff or BUYT and immediately notifies them of any discrepancies.

Commissary Issue Record

Commissary Issue Record, OF-287 (Exhibit 12), is used to record commissary issues. Items are listed by quantity, descriptive name, unit price, and total value. Individual's print their name and sign for purchases on the OF-287.

The Commissary Issue Records or Waybills are posted to the OF-288, or submitted to the Procurement Unit to document the deduction(s) on the appropriate invoices. Copies of the issues are filed with the contractor invoice prior to contractor demobilization, issues are tallied and a final amount posted to block 26 of the OF-286 (Exhibit 28).

TIME retains a copy of the issue records for the Incident Finance Package.

PROC and TIME ensure posted issue records are included in the Incident Finance Package.

Posting Commissary Issues

PTRC posts the issues from the OF-287 to the OF-288 daily. Posting includes transferring date of issue, items issued, and amount to block 22 of the OF-288, and transferring the I.D. number from block 1 of the OF-288 to block 12 of the OF-287. The PTRC initials the OF-287, to verify that posting is completed.

EQTR documents the issues from the OF-287 by making a copy of the issue and filing it with the contractor invoice. EQTR initials the OF-287, to verify the contractor deduction. Prior to contractor demobilization, all deductions are tallied and a final amount posted to block 26 of the Emergency Equipment Use Invoice, OF-286 (Exhibit 28).

Demobilization of individual's must be coordinated with the TIME, and PROC to ensure that all commissary issues are posted before closeout of personnel time reports or contractor invoices. TIME reviews the Incident Action Plan and demobilization schedule to determine when to limit access to commissary.

EXHIBITS

- Exhibit 12 – Commissary Issue Record (OF-287)
- Exhibit 13 – Commissary Accountability Record (OF-284)

EXHIBIT 12
COMMISSARY ISSUE RECORD, OF-287

COMMISSARY ISSUE RECORD							1. FIRE LOCATION			2. FIRE NAME			3. FIRE NO.
							4. FIRE CAMP NAME			5. FIRE CAMP NO.	6. DATE	7. SHEET NO.	
COMMODITY	Cigarettes	Toots	Socks	Sweatshirts	Toothpaste	Shoes	TOTAL COST	CREW IDENT.	PURCHASERS NAME / DATE / SIGNATURE		12. ID NO (from OF-288 Emergency F.F. Time Report). 13. INITIALS (POSTED TO OF-288)		
									NAME	SIGNATURE			
Unit Price	12								NAME		94225615		
Quantity	1						12.00	SRV #2	George Chavez				
Subtotal	12								Signature		DS		
Unit Price	12	196	6						George Chavez		94225629		
Quantity	1	1	2				220.00	SRV #2	Vern D Reyes				
Subtotal	12	196	12						Signature		DS		
Unit Price				24	4	8			Vern D Reyes		94225618		
Quantity				1	1	1	36.00	SRV #2	Nancy Black				
Subtotal				24	4	8			Signature		DS		
Unit Price									Nancy Black				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													
Unit Price									NAME				
Quantity									Signature				
Subtotal													

EXHIBIT 13
COMMISSARY ACCOUNTABILITY RECORD, OF-284
(Agency-Provided Commissary)

COMMISSARY ACCOUNTABILITY RECORD		1. PROJECT OR-KNF-060	3. REPORT NUMBER 2
		2. CAMP NAME Black Ridge	
4. VALUE OF STOCK RECEIVED, TRANSFERRED, OR RETURNED SINCE LAST REPORT			
a.	P.O. INVOICE or TRANSFER NO.	a. DATE	c. VENDOR or TRANSFER UNIT
	d. DOLLAR VALUE		
(1)	PO 47-01-156500	8-11-XX	Big Lake Hardware
(2)	PO 47-01-156501	8-12-XX	Safeway
(3)	Waybill 1020	8-12-XX	KNF Warehouse
(4)			
(5)			
(6)			
(7)			
(8)			
(9)			
(10)			
(11)			
(12)			
			e. NET CHANGE →
			460.00
5. VALUE OF STOCK ON HAND <i>(item 9 from previous report)</i>			226.00
6. TOTAL <i>(Item 4e plus item 5)</i>			686.00
7. VALUE OF STOCK ISSUED DURING PERIOD <i>(Attach Commissary Manager Copies of OF-287, Commissary Issue Record)</i>			427.50
8. BALANCE <i>(Item 6 minus item 7)</i>			258.50
9. VALUE OF STOCK ON HAND <i>(Physical inventory attached)</i>			258.26
10. DIFFERENCE <i>(Items 8 and 9)</i>			.24
<input type="checkbox"/> PLUS <input type="checkbox"/> MINUS			(Explain in Remarks)
11. Remarks .24 Difference due to averaging sock prices.			
12. Authorized Signature Lois Gump		13. Title Commissary Manager	14. Date 8-12-XX
I certify that I have determined the accuracy of item (. And hereby accept responsibility for all items represented.			
15. Signature Mary Gandall		16. Title New Commissary Manager	17. Date 8-12-XX

NSN 7540-01-120-4081

COMMISSARY FILE
GPO 1985 0 - 484-271

Optional Form 284 (9-81)
USDA/USDI

EXHIBIT 13- Continued

Instructions for form completion:

3. Project - Incident Number.
4. Camp Name - Incident Name.
5. Report Number - Sequential number of accountability records completed. One accountability record must be completed daily or per operational period.
6. Enter as applicable for columns A-D, as shown here for Item (1).
7. Column a, Item (1) P.O. Invoice or Transfer No. Enter the purchase order invoice number or document number from the transfer document. The transfer document (such as a Waybill) is used to transfer items from another incident or to the incident agency. Retain all supporting documentation to attach to original Accountability Record.
8. Column b, Item (1) Date - Enter date of purchase order or transfer document.
9. Column c, Item (1) Vendor or Transfer Unit - Enter the vendor name on the purchase order invoice or name of the transfer unit, e.g., Little Sycamore Incident, Boise District Warehouse.
10. Column d, Item (1) Dollar Value - Enter the dollar value of each purchase order invoice or transfer document.
11. Column e - Net Change. Enter the total for all documents listed in Item 4, Column d, and items 1-12.
12. Value of Stock on Hand - Enter the figure from Item 9 in the previous accountability record. If this is the first report, and no other commissary items are on hand, this block will be zero.
13. Total - Add Item 4e. (Net Change) to Item 5 (Value of Stock on Hand). This is the total amount of stock available to issue at the beginning of the operational period.

EXHIBIT 13 - Continued

14. Value of Stock Issued During Period - This is the total of all issues from the Commissary Issue Record, OF-287. Retain originals of Commissary Issue Records to attach to this accountability record as supporting documentation.
15. Balance - Subtract Item 7 (Value of Stock Issued During Period) from Item 6 (Total). This should equal the amount of stock remaining.
16. Value of Stock on Hand - Inventory all remaining stock and enter the value. Attach the original inventory to the original accountability record.
17. Difference - Subtract Item 9 (Value of Stock on Hand) from Item 8 (Balance). If the difference is zero, you have balanced for the operational period. If there is a difference, check the block to indicate whether it is a plus or minus. List the reason for the discrepancy in the Remarks block 11. Lost or stolen items must be properly documented in accordance with incident agency requirements.
18. Remarks - Indicate any differences, or other comments of interest.
19. Authorized Signature - Signature of individual preparing report.
20. Title - Title of person preparing report.
21. Date - Date report prepared.
22. Signature - When inventory is transferred from an incident to the incident agency or from one TIME or Commissary Manager to the next, this is signed by the receiving individual. The receiving individual must inventory items prior to assuming responsibility.
23. Title - Title of person receiving inventory.
24. Date - Date inventory transferred.

Original Commissary Accountability Records, Commissary Issue Records, Purchase Order Invoices, Transfer Documents, Inventories, and all other supporting documentation are submitted to the incident agency. Copies are retained in the Incident Finance Package (Reference Chapter 40).

OBJECTIVE

This section provides direction on the roles of incident personnel in reporting and documenting injuries and illnesses on an incident, and authorizing medical treatment.

AUTHORITIES

There are 3 separate and distinct programs in this section, each with separate authorities. They are the federal workers' compensation program; Agency Provided Medical Care (APMC) program and state workers' compensation program.

RESPONSIBILITIESIncident agency responsibilities:

- Ensure that appropriate federal and state workers' compensation procedures outlined in this directive are implemented and followed.
- Provide a local contact and local guidelines/procedures for the Compensation/Claims Unit Leader (COMP).
- Providing local medical facility information.
- Establishing agreements or payment procedures with medical providers for APMC, if appropriate.

Incident Management Team (IMT) responsibilities:

- Provide appropriate and authorized medical attention to injured or ill individuals'.
- Forward claims per agency guidelines.

1 Finance/Administration Section Chief (FSC) responsibilities:
2

- 3 • Oversee the Compensation/Claims Unit to ensure appropriate
4 injury/illness treatment, authorizations, documentation, and timely
5 transmittal of information to the home unit.
6
7 • Ensure appropriate utilization of the APMC program and coordinating
8 with the Medical Unit Leader (MEDL), medical providers, the incident
9 agency, and others who may be involved.
10

11 Compensation/Claims Unit Leader or Compensation for Injury Specialist
12 responsibilities:

- 13
14 • Ensure the appropriate state or federal forms are properly completed for
15 all work related injuries or illnesses beyond first aid.
16
17 • Authorize medical treatment, as appropriate, using state workers'
18 compensation forms, form CA-16, Authorization for Examination or
19 Treatment, or form FS-6100-16, APMC Authorization and Medical
20 Report.
21
22 • Review medical treatment documentation for work restrictions and
23 informing the individual's supervisor of these restrictions.
24
25 • Ensure that necessary paperwork is completed, processed, forwarded
26 and faxed to the individual's home unit within established timeframes.
27
28 • Advise individuals' of their rights and responsibilities when injured or
29 ill.
30
31 • Provide information to the Time Unit Leader (TIME) for accurate
32 posting of timesheets for injured/ill individuals'.
33
34 • Provide information to the TIME for payroll deduction of non-work
35 related medical expenses.
36
37 • Follow up on the status of hospitalized or medical evacuated incident
38 personnel.
39
40 • Inform FSC and Safety Officer of injury/illness and trends occurring on
41 the incident.

Supervisor responsibilities:

- Obtain first aid/medical treatment for the injured person.
- Complete the supervisory portion of claim forms in a timely manner and giving receipt copy of the form to the injured person.
- Follow up with the Compensation/Claims Unit for work restrictions and follow-up medical treatment.
- Coordinate with the FSC and the Planning Section for work assignment modifications or recommendations for release from incident.
- Report time for injured/ill individual on a Crew Time Report (CTR).

Employee responsibilities:

- Request first aid or medical treatment if necessary.
- Notify supervisor of injury/illness.
- Complete employee portion of claim forms in a timely manner.
- Obtain witness statements.
- Promptly report time loss due to injury/illness to supervisor.

Home unit responsibilities:

- Follow applicable workers' compensation procedures in cases where follow-up medical care is required and/or when the injury or illness results in lost time beyond the date of injury.
- Submit claims and medical documentation, as appropriate, to the appropriate workers' compensation office in a timely manner.
- Handle all other case management responsibilities.

DEFINITIONS

Definitions used throughout this handbook are located in Appendix C – Glossary.

First Aid – First aid is emergency care or treatment given to an ill or injured person before regular medical care can be obtained. First aid is generally provided by someone other than a physician. On incidents, most first aid is provided in the field or camp by medical unit personnel such as Emergency Medical Technicians (EMTs). First aid cases involve no lost time.

Examples of first aid treatment include cleaning, flushing, or soaking wounds on the skin surface; using wound coverings such as bandages; using hot or cold therapy; using any totally non-rigid means of support such as elastic bandages, wraps, non-rigid back belts; using temporary immobilization devices while transporting an accident victim such as splints, slings, neck collars, or back boards; using eye patches; using simple irrigation or a cotton swab to remove foreign bodies not embedded in or adhered to the eye; using finger guards; drinking fluids to relieve heat stress.

Medical Care – Treatment including managing and caring for a patient for the purposes of combating disease or disorder. Care is generally provided by a physician.

Examples of medical care include examination of the injured employee, stitches, x-rays, medical tests such as blood work, surgery, hospitalization, etc.

Occupational Disease or Illness – A condition produced by the work environment over a period longer than a single workday or shift. It may result from systemic infection, repeated stress or strain, exposure to toxins, poisons, or fumes, or other continuing conditions of the work environment (20 CFR Subpart A, 10.5(q); Office of Workers Compensation Programs (OWCP) Publication CA-810, 2-3).

Physician – The term “physician” includes doctors of medicine (MDs), surgeons, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, and osteopathic practitioners within the scope of their practices as defined by state law. Any treatment by a nurse practitioner or physician’s assistant must be countersigned by a physician as defined in the previous sentence and in Department of Labor (DOL) Publication CA-810.

1 Third-Party Case – An injury or illness/disease caused by a person or object
2 under circumstances that indicate there may be a legal liability on a party other
3 than the federal or state government. Contact the home unit for case
4 management advice.

6 Submission Requirements – Incident personnel will fax and mail the original
7 claim of injury or illness, along with supplemental information and medical
8 documentation, to the home unit or agency specific location within 2 days.

10 Traumatic Injury – A wound or other condition of the body caused by external
11 force, including stress or strain. The injury must be identifiable by time and
12 place of occurrence and member of the body affected; it must be caused by a
13 specific event or incident or series of events or incidents within a single day or
14 work shift (20 CFR Subpart A, 10.5(ee); OWCP Publication CA-810, 2-2).

16 **Federal Workers' Compensation**

18 **The Federal Employees' Compensation Act (FECA)**

20 The FECA provides compensation benefits to civilian employees of the United
21 States for disability due to personal injury or disease sustained while in the
22 performance of duty. The FECA is the exclusive remedy for federal workers
23 suffering a work related injury/illness. All related medical care including first
24 aid; physician services; surgery; hospitalization; drugs and medicines;
25 orthopedic, prosthetic, and other appliances and supplies are covered under the
26 FECA. The U.S. DOL OWCP administers the FECA (20 CFR Part 10). OWCP
27 has delegated agencies limited medical authorization authority through the
28 proper use of form CA-16, Authorization for Examination and/or Treatment.

30 **Coverage Under FECA**

32 Included in coverage are civilian federal employees of the United States
33 including those under a permanent, seasonal, temporary appointment, or casual
34 hire. Those excluded from coverage include contractors and employees of
35 contractors, inmate crews and their custodians, National Guard mobilized by a
36 Governor's order and active duty military personnel.

38 Generally, federal employees are covered under FECA while in travel status
39 away from their home unit unless they are engaged in non-work related
40 activities or deviate from the authorized course of travel for personal reasons. In
41 such cases, the individual may file a claim to obtain a determination from
42 OWCP. Do not authorize medical treatment in these circumstances.

Authorizing Medical Care

- Traumatic Injuries - OWCP has authorized agencies to issue form CA-16, Request for Examination and/or Treatment, to medical facilities/providers authorizing medical treatment for work related traumatic injuries. This form can only be issued once by the agency and provides for treatment up to 60 days, or until OWCP rules otherwise on the case. Issuance of the CA-16 allows the medical provider to refer the injured employee to specialists as necessary. CA-16 instructions direct the medical provider as to the type of treatment authorized and how to obtain further authorization from OWCP if necessary. The FSC, COMP, or the Injury Compensation Specialist (INJR) or other appropriate authorizing official may issue the CA-16 (Exhibit 16). The authorizing official shall ensure the appropriate U.S. DOL OWCP District Office address (based on the injured employee's personal home mailing address) is indicated in block 12 of the CA-16 (Exhibit 17).

If verbal authorization is given to the medical provider in an emergency situation, the CA-16 must be issued within 48 hours after the medical treatment is obtained.

When there is doubt whether the injury is work related check block 6.B.2 of the CA-16 to let the physician know of the concern.

- Occupational Disease or Illness – OWCP rarely allows agencies to authorize medical treatment related to an occupational disease or illness. The employee is responsible for the cost of treatment and can file a claim (CA-2, Notice of Occupational Disease and Claim for Compensation) with OWCP for adjudication of the claim. Do not complete a CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation or issue a CA-16 for occupational disease or illness.

Continuation of Pay (COP)

- Definition and Entitlement. When a federal employee, including casuals, sustains a traumatic injury CA-1 is filed, (Exhibit 14) and seeks medical treatment from a physician, the individual may claim continuation of pay (COP) for any wage loss due to the injury. The intent of COP is to avoid interruption of the employee's income while the claim is being adjudicated by OWCP. A disability exists only when

1 determined by the physician and time loss must be documented by
2 medical records for an individual to be eligible for COP.

3
4 COP is available for a maximum of 45 calendar days and begins with
5 the first day or shift of disability or medical treatment after the date of
6 injury, provided the absence starts within 45 days after the injury. The
7 individual is responsible to coordinate with their home unit for specific
8 direction (20 CFR, Subpart B, 10.200 – 10.224; OWCP Publication
9 CA-810, 5-1).

10
11 COP may not be paid after a termination date that was established prior
12 to the injury. For casuals, COP ends when the casual leaves the
13 incident, the original length of commitments ends, or when the casual is
14 released back to duty, whichever occurs first.

15
16 There is no entitlement to COP for an occupational disease or illness.

- 17
- 18 • Controvert. In questionable situations, the agency may wish to
19 controvert (not pay) COP. The instructions on the back side of the CA-
20 1, item 36, identify the only reasons COP may be controverted. Any
21 issues beyond those described should be communicated to the home
22 unit for action.
 - 23
24 • COP Recording Procedures. Time loss due to disability and medical
25 treatment on the day of injury is not charged to COP. The individual is
26 kept in regular pay status to meet base hour requirements or paid the
27 guarantee hours (8, 9, or 10) for that calendar day. COP begins with
28 the first day of absence for disability or medical treatment following the
29 date of injury and should be identified on the Emergency Firefighter
30 Time Report, OF-288.

31
32 The only exception is when the injury occurs before the beginning of
33 the workday or shift. For example, while on incident assignment, an
34 individual is scheduled to work 0700-1900 and incurs a traumatic
35 injury at 0630. Medical treatment is provided and the physician notes
36 disability for that day. Charge COP for base hour requirements
37 beginning the shift immediately following the injury.

38
39 COP is charged for each day the individual is absent from work due to
40 disability including intermittent periods or partial days. For example,
41 an individual is treated and released by the doctor to return to work on
42 the date of the injury, but is required to return for follow-up treatment

1 during regular work hours on a subsequent day. Use COP to pay time
2 for this follow-up treatment.

3
4 Work performed during a period of COP is recorded as regular hours of
5 work. Return travel to the home unit from an incident assignment is
6 considered work time and is not charged to COP.

7
8 Travel to and from a medical provider and/or time spent receiving
9 medical treatment is compensable as work hours if it falls within the
10 normal guaranteed work schedule (guaranteed 8 hour day for casuals).
11 FECA does not allow payment of overtime for either of these activities.

12 13 COP Recording for Regular Government Employees

14 The COP rate for a regular government employee is determined by
15 the individual's home unit.

16
17 To record COP, indicate "COP" in the Start/Stop columns.
18 Record, in the Hours column, the total time needed to complete the
19 guarantee hours (8, 9, or 10) for that day. Indicate partial days of
20 disability with clock hours and total COP hours in the Hours
21 column. Note date and time of injury and return to duty
22 information in the Remarks block (Exhibit 20).

23 24 COP Recording for casuals

25 For casuals the COP rate is determined by the AD position
26 classification the casual was working under at the time of injury.

27
28 To record COP, indicate "COP" in the Start/Stop columns and
29 record "8" in the Hours column for each full day of disability.
30 Indicate partial days of disability with clock hours and total COP
31 hours in the Hours column. Note date and time of injury and
32 related information in the Remarks block.

1 Example:

2
3 A PTRC (single resource) is injured on day 8 of a 14 day
4 assignment, the disability continues for another 8 days, the
5 PTRC would only be entitled to 6 days of COP.

6
7 A Type 2 crew member is injured on day 5 and released home.
8 On day 10, the crew member was released by his physician to
9 return to duty, but the rest of the crew completed the 14 day
10 assignment. The crew member would only be entitled to 5 days
11 COP. A casual is only entitled to COP, until released by a
12 physician, not to exceed 45 days.

13
14 If on a day subsequent to the date of injury and initial treatment,
15 a casual worked 4 hours and was then transported to a doctor for
16 follow-up treatment (2 hours round trip travel and medical
17 treatment time), the COP entitlement would be 2 hours (4 hours
18 work + 2 hours travel/medical + 2 hours COP = 8 hours
19 guarantee). The 2 hours of medical time is compensable as work
20 time as it falls within the guaranteed 8 hours. Record "COP" in
21 the Start/Stop columns and "2" in the Hours column.

22
23 If a casual works 8 or more hours prior to seeking medical
24 treatment, there is no charge to COP for the day. If the casual is
25 assigned work during the time under medical restrictions, this
26 time is not COP and must be recorded as regular work time,
27 whether within or exceeding 8 hours of compensation for the
28 day.

29
30 Do not confuse COP with the guaranteed 8 hours per day for
31 casuls. They are 2 different sets of guidance for entirely
32 different purposes. For instance, COP is not allowed for an
33 occupational disease or illness. However, if a casual has a cold
34 and misses work, the casual may still be entitled to their
35 guaranteed 8 hours of pay if not released from the incident.

36
37 **Selection of Physician**

38
39 Under FECA, employees may elect a physician of their choice. Emergency
40 incidents that dictate securing medical services from the nearest available
41 facility does not constitute selection or choice of physician. The election is still

1 available, should further treatment be necessary, when the employee returns to
2 the home unit.

4 **Agency Provided Medical Care (APMC)**

6 This is a program under which the agencies pay for limited costs for minor
7 injuries or illnesses that involve only one treatment. One possible follow up
8 visit is permissible if it occurs during non duty hours and the employee is
9 agreeable to this.

11 This coverage is separate from the provisions of the FECA. APMC should not
12 interfere with employee's rights under FECA for treatment of work related
13 injuries and illness. Treatment under APMC may be disadvantageous to the
14 employee and the COMP/INJR is responsible to counsel the employee on their
15 options. Because OWCP has a fee schedule, costs associated with claims
16 through FECA are significantly lower than APMC treatment costs.

18 **Authority for APMC**

20 The Department of Agriculture Organic Act of September 21, 1944, and the
21 Granger-Thye Act of April 24, 1950 authorize appropriated funds to be used to
22 purchase necessary medical supplies, services, and other assistance for the
23 immediate relief of individuals' engaged in hazardous work. These authorities
24 should not be interpreted to circumvent OWCP procedures for FECA, which
25 provides the exclusive remedy for medical care and other benefits related to all
26 work-related injury or illness.

28 **APMC Coverage**

30 Appropriate Use – The use of APMC is appropriate for injury/illness cases
31 involving only 1 APMC visit which occurs on the day of the injury/illness. One
32 follow-up visit is permissible if it occurs during non-duty hours and the
33 employee is agreeable to this. APMC can only be used while the employee
34 remains at the site of the incident. Injury/illness cases treated under APMC
35 cannot have lost time charged to sick leave, annual leave, or (COP). If initial
36 treatment by a medical provider occurs after the date of injury, follow-up
37 treatment is necessary after the individual is released from the incident, and/or
38 lost time occurs or is expected, the claim must be processed under FECA.

1 Medical treatment for traumatic injury claims are most appropriately processed
2 following the FECA procedures described earlier, rather than APMC
3 procedures. This will establish a record for the employee with OWCP and
4 provides the greatest protection and timely service should further treatment be
5 necessary upon return to the home unit.

6
7 Employee Choice of Processes – Injured federal employees do not have a right
8 to treatment under APMC as they do under FECA. It is the agency’s choice
9 whether or not to offer APMC. Per OWCP, the employee’s use of APMC
10 instead of FECA is voluntary. The COMP/INJR is responsible to counsel the
11 employee on the difference between APMC and OWCP treatment and allow the
12 employee to choose.

13
14 APMC Use for Treatment of Traumatic Injuries – Use of APMC for traumatic
15 injuries must be limited to injury/illness cases involving only 1 treatment and
16 may not include authorization for therapy, stitches, x-rays, or other non-first aid
17 treatments.

18
19 APMC Use for Treatment of Occupational Disease & Illness Claims – APMC
20 may be used to authorize first aid treatment only for illnesses such as respiratory
21 infections, colds, sore throats and similar conditions associated with exposure to
22 smoke, dust, and weather conditions, etc. Authorization of APMC treatment is
23 at the discretion of the agency and should be minimal, only to relieve suffering.
24 APMC is appropriate as an interim measure until the employee can arrange for
25 private medical attention, at the individuals’ expense, or file a claim under
26 FECA and await OWCP’s approval to incur medical expenses.

27
28 Non-Work Related Injuries/Illness – APMC should not be authorized for non-
29 work related injuries or illnesses. However, in situations where it is deemed
30 necessary by the incident agency, counsel the employee and ensure that a
31 payroll deduction is made to cover the cost. The incident agency is responsible
32 for paying the medical provider and for resolving any disputed matters with the
33 individual treated for all APMC services authorized.

34
35 APMC Use for Dental Work – Do not authorize APMC for dental treatment,
36 e.g., toothache due to cavity, where there is any question whether it relates to a
37 work related injury. Upon return to the home unit, the individual can obtain
38 treatment and file a claim for reimbursement from OWCP if they feel the
39 condition was work related. However, in situations where it is deemed
40 necessary by the incident agency, counsel the employee and ensure that a
41 payroll deduction is made to cover the cost.

1 Contractors – Contract personnel may not utilize APMC services.

2
3 State and Other Non-Federal Employees –State authorities vary and may not
4 allow APMC for state employees. The sending unit geographic area state or
5 federal incident business management coordinator should be contacted for the
6 states policy in this matter if the injured individual does not have the
7 information (State and National Guard employees’ coverage is dependent on
8 the contract and/or agreement under which they are dispatched).

9
10 Military Personnel – Military medical units will provide treatment for military
11 personnel (Military Use Handbook, Chapter 100).

12 13 **Procedures to Establish APMC**

14
15 The FSC coordinates the establishment of APMC through the incident agency.

16 17 **Payment of APMC Costs**

18
19 Appropriate APMC costs, as authorized by the FSC or COMP, are paid by
20 incident personnel or the incident agency per agency policy.

21 22 **Procedures for Using APMC**

23
24 Medical Resource Request Number – A medical resource request number (M#)
25 is assigned for treatment under APMC. The M# is issued to the medical
26 provider by the Finance/Administration Section. Requests are numbered
27 sequentially, prefixed by the resource category alpha code, e.g., M-1, M-2, M-3.
28 Each incident is assigned a unique incident/project order number. For example,
29 MT-LNF-076 stands for: Montana, Lolo National Forest. The “076” is the
30 sequential incident number. The medical resource request number consists of
31 the incident order number, followed by the request number, e.g., MT-LNF-076,
32 M-1. This combination is referred to as an M#. One M# is issued to cover
33 APMC treatment associated with a specific injury or illness.

34
35 COMP or INJR issues the APMC Authorization and Medical Report, Form FS-
36 6100-16, which is used to authorize APMC treatment and for the medical
37 provider to document patient evaluation and diagnosis. The FS-6100-16 is
38 returned to the COMP/INJR so duty status and disability determinations can be
39 made.

40
41 All APMC cases must have the M# entered on the top of all reporting forms
42 with a notation “Paid by APMC”.

1 All authorized services must be summarized on the Incident Injury/Illness Log.
2 The FSC/COMP provides a copy of the log to the incident agency to support
3 payment for APMC and to facilitate follow-up (Exhibit 19).

4
5 Do not confuse APMC procedures with either state or federal workers'
6 compensation programs. Do not issue a form CA-16, Authorization for
7 Examination and Treatment for APMC.

9 **Procedures and Documentation Requirements for FECA or APMC**

11 **Traumatic Injury**

12
13 **Form Required** – CA-1, Report of Traumatic Injury and Claim for
14 Compensation.

16 **Action Taken:**

- 17
18 ○ Individual completes the front of form as soon as possible and
19 preferably within 48 hours of the injury. Supervisor completes the
20 reverse side, signs, and gives receipt to individual.
- 21
22 ○ Individual/supervisor should obtain witness statement(s) if
23 appropriate. Supervisor is responsible for completion if employee
24 is incapacitated.
- 25
26 ○ Leave blocks titled “Occupational code”, “Type code”, “Source
27 code”, “OWCP Agency Code”, and “Occupational Safety and
28 Health Administration (OSHA) Site Code” blank. Home unit is
29 responsible to complete.
- 30
31 ○ INJR advises individual of rights, benefits, and responsibilities.
- 32
33 ○ INJR authorizes medical care, if appropriate, by issuing:
 - 34
35 ■ If using FECA procedures: CA-16, Authorization for
36 Examination and/or Treatment, if the case requires any
37 medical treatment. Only 1 form per injury is issued to the
38 medical provider. OR;
 - 39
40 ■ If using APMC procedures: FS-6100-16, APMC
41 Authorization and Medical Report for 1 first aid type of
42 treatment. If a follow-up appointment, after duty hours, is

1 required, INJR issues another FS-6100-16. The original
2 M number is used for a follow up visit.

- 3
- 4 ▪ If verbal authorization is given to the medical provider,
5 forward the authorization form to provider within 48
6 hours.
- 7

- 8 ○ Injured individual or individual acting on their behalf returns
9 completed form to the INJR.
- 10
- 11 ○ COMP/INJR faxes **and** mails original injury/illness forms,
12 supporting documentation and medical treatment records to the
13 individual's home unit compensation specialist within 2 days of
14 receipt of the CA-1.
- 15

16 **Occupational Disease (Illness)** covered by FECA requiring medical treatment
17 or resulting in lost time.

18

19 **Form Required** – CA-2, Notice of Occupational Disease and Claim for
20 Compensation.

21

22 **Action Taken:**

- 23
- 24 ○ Individual completes the front of form as soon as possible and
25 preferably within 48 hours. Supervisor completes and signs
26 reverse side.
- 27
- 28 ○ Leave blocks titled "Occupational code", "Type code", "Source
29 code", "OWCP Agency Code", and "OSHA Site Code" blank.
30 Home unit is responsible to complete.
- 31
- 32 ○ INJR advises individual of rights, benefits, and responsibilities.
- 33
- 34 ○ INJR authorizes appropriate APMC medical care, using a FS-
35 6100-16, for first aid treatment for illnesses such as respiratory
36 illness, colds, sore throats and similar conditions associated with
37 exposure to smoke, dust, and weather conditions, etc. Treatment
38 of more significant illness/disease conditions are not authorized
39 and must be submitted to OWCP for adjudication. Do not issue a
40 CA-16 for an occupational disease or illness.

- COMP/INJR faxes **and** mails original injury/illness forms, supporting documentation and medical treatment records to the individual's home unit compensation specialist within 2 days of receipt of the CA-2.

Prescriptions – Utilize local pharmacies that accept the DOL, OWCP fee schedule and bill directly. Pharmacies/Medical providers not enrolled with DOL, OWCP, Division of Federal Employees Compensation (DFEC), should contact DOL, Affiliated Computer Services (ACS) <https://owcp.dol.acs-inc.com>.

Fatality – The individual's home unit processes workers' compensation claim. If death is not immediate incident finance personnel takes the following actions;

- **Forms Required** – If death is not immediate
 - CA-1, Report of Traumatic Injury and Claim for Compensation
 - CA-16, Authorization for Examination and/or Treatment, if appropriate
- **Action Taken:**
 - COMP/INJR authorizes medical care, as appropriate under FECA regulation, utilizing the CA-16, Authorization for Examination and/or Treatment, if employee is transported to medical facility to be treated before death is declared. (CA-16's should not be issued for any type of illness or injury that, even though life-threatening, is not clearly work related. Seizures, chest pains, stroke symptoms, or unexplained loss of consciousness are not clearly work related, and a CA-16 should not be issued).
 - Supervisor completes the front and back of the CA-1 form as soon as possible.
 - Leave blocks titled "Occupational code", "Type code", "Source code", "OWCP Agency Code", and "OSHA Site Code" blank. Home unit is responsible to complete.
 - COMP/INJR faxes all forms and supporting documentation (medical reports, accident investigation report, witness statements, etc.) to the home unit **immediately upon receipt**, and mails original injury/illness forms, supporting documentation to the individual's home unit compensation specialist within 2 days of receipt.

Forms Distribution

Federal agencies are required to submit workers' compensation claims documents to OWCP within 10 days of the date signed by the employee. In order for home units to comply, the COMP/INJR faxes **and** mails original injury/illness forms, supporting documentation and medical treatment records to the individual's home unit compensation specialist within 2 days of receipt of the CA-1/CA-2. This allows the home unit to review the information, contact the incident if clarification is necessary, meet OWCP reporting requirements and ensure injured workers receive timely and quality service. A temporary copy may be retained by the Compensation/Claims Unit during the incident, but must be either sent home with the employee or destroyed prior to the end of the incident.

The Compensation/Claims Unit Leader:

- Uses the Incident Injury Case File Envelope to file injury forms, supporting documentation, and medical treatment documentation. Forward the complete package to the individual's home unit upon demobilization of the individual (Exhibit 22).
- Completes an Incident Injury/Illness Log to document injuries/illnesses. The log may not contain any sensitive information (Exhibit 19).

All compensation for injury documents are protected by the Privacy Act and shall not be retained in the incident records. When original documents are forwarded to the home unit or other location as specified, all temporary copies are sent home with the employee or destroyed. Retain the Incident Injury/Illness Log in the incident records.

State and Cooperators Workers' Compensation Coverage

- State Workers' Compensation – State employees experiencing injury or illness on the incident should complete state specific forms and notify their home unit of workers' compensation claims per agency requirements. If state forms are not available, the employee may use a CA-1 or CA-2 to initially record the necessary information. Federal references should be crossed out and the state name written at the top of the form. The state employee is responsible to contact the home unit to obtain the proper reporting forms. The COMP maintains injury compensation records and transmits documents to the home unit per

1 state agency policy. Do not issue CA-16 for medical treatment.
2 Reference APMC coverage.

- 3
- 4 • Cooperators – Cooperators are normally covered under their home unit
5 workers' compensation program, e.g., state, county, local government.
6 Cooperators experiencing injury or illness on the incident should
7 complete home unit specific forms and notify their home unit of
8 workers' compensation claims per their agency requirements. The
9 COMP maintains injury compensation records and transmits
10 documents to the home unit per cooperator agency policy.

11

12 If a cooperator is hired as a federal casual, follow FECA or APMC
13 procedures as appropriate. If a cooperator is hired as a state employee,
14 follow state workers' compensation procedures.

15

16 Federal agencies entering into cooperative agreements do not have the
17 authority to grant FECA coverage to individual cooperators. Some
18 cooperative agreements require reimbursement for medical costs. This
19 should not be interpreted as providing coverage under FECA.

20

21 **EXHIBITS**

- 22
- 23 • Exhibit 14 – Notice of Traumatic Injury and Claim for Continuation of
24 Pay/Compensation (CA-1)
 - 25 • Exhibit 15 – Notice of Occupational Disease and Claim for
26 Compensation (CA-2)
 - 27 • Exhibit 16 – Authorization for Examination and/or Treatment (CA-16)
 - 28 • Exhibit 17 – U.S. Department of Labor OWCP District Offices List
 - 29 • Exhibit 18 – Agency Provided Medical Care (APMC) Authorization and
30 Medical Report (FS-6100-16)
 - 31 • Exhibit 19 – Sample Incident Injury/Illness Log
 - 32 • Exhibit 20 – Emergency Firefighter Time Report (OF-288) Showing COP
33 for a Regular Government Employee
 - 34 • Exhibit 21 – Emergency Firefighter Time Report (OF-288) Showing COP
35 for a Casual Employee
 - 36 • Exhibit 22 – Sample Incident Injury Case File Envelope (OF-313)

EXHIBIT 14
NOTICE OF TRAUMATIC INJURY AND CLAIM FOR
CONTINUATION OF PAY/COMPENSATION, CA-1

Federal Employee's Notice of
Traumatic Injury and Claim for
Continuation of Pay/Compensation

U.S. Department of Labor
Employment Standards Administration
Office of Workers' Compensation Programs

Employee: Please complete all boxes 1 - 15 below. Do not complete shaded areas.

Witness: Complete bottom section 16.

Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

1. Name of employee (Last, First, Middle)
Smith, Katrina L
2. Social Security Number
000-00-0000

3. Date of Birth (Mo. Day Yr.)
XX/XX/XX
4. Sex
Male Female
5. Home Telephone (include area code)
208-555-1234
6. Grade as of date of injury
Level 7 Step 2

7. Employee's home mailing address (include city, state, and zip code)
123 Waterway Rd
Boise, ID 83705
8. Dependents
Wife, Husband
Children under 18 years
Other

Description of Injury
9. Place where injury occurred (e.g., 2nd floor, Main Post Office Bldg., 12th & Pine)
Warm Lake Incident Base - Tool Sharpening Area

10. Date Injury Occurred (Mo. Day, Yr.)
07/12/2008
Time
10:15
11. Date of this notice (Mo., Day, Yr.)
07/12/2008
12. Employee's Occupation
Forestry Technician

13. Cause of Injury (Describe what happened and why.)
While sharpening a shovel, my hand slipped and my right thumb ran across the shovel's edge.

14. Nature of Injury (Identify both the injury and the part of body, e.g., fracture of left leg)
Right thumb laceration
a. Occupation code
b. Type code
c. Source code
OWCP Use-NOI Code

Employee Signature

15. I certify, under penalty of law, that the injury described above was sustained in performance of duty as an employee of the United States Government and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and the following as checked below, while disabled for work:
a. Continuation of regular pay (COP) not to exceed 45 days and compensation for wage loss if disability for work continues beyond 45 days. If my claim is denied, I understand that the continuation of my regular pay shall be charged to sick or annual leave, or be deemed an overpayment within the meaning of 5 USC 5584.
b. Sick and/or Annual Leave
I hereby authorize any physician or hospital (or any other person, institution, corporation, or government agency) to furnish any desired information to the U.S. Department of Labor, Office of Workers' Compensation Programs (or to its official representative). This authorization also permits any official representative of the Office to examine and to copy any records concerning me.

Signature of employee or person acting on his/her behalf
Date 7/12/2008
Any person who knowingly makes any false statement, misrepresentation, concealment of fact or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled is subject to civil or administrative penalties as well as felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine or imprisonment or both.

Have your supervisor complete the receipt attached to this form and return it to you for your records.

Witness Statement

16. Statement of witness (Describe what you saw, heard, or know about this injury)

I was working beside Katrina and I saw her cut her right thumb on a shovel edge.

Name of witness
Piper Lynn
Address
PO Box 3333
Signature of witness
Piper Lynn
City
Boise
Date signed
07/12/2008
State
ID
Zip Code
83704

EXHIBIT 14 - Continued

Official Supervisor's Report: Please complete information requested below:

Supervisor's Report

17. Agency name and address of reporting office (include city, state, and zip code) OWCP Agency Code
 BLM - Boise District Office

3924 Development Avenue OSHA Site Code

Boise ID 83705

18. Employee's duty station (Street address and ZIP code)
 BLM - Boise District Office 3924 Development Avenue Boise ID 83705

19. Employee's retirement coverage CSRS FERS Other, (identify)

20. Regular work hours From: 09:00 a.m. p.m. To: 06:00 a.m. p.m.

21. Regular work schedule Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

22. Date of injury 07/12/2008 23. Date notice received 07/12/2008 24. Date stopped work 07/12/2008 Time: 10:15 a.m. p.m.

25. Date pay stopped 07/13/2008 26. Date 45 day period began 07/13/2008 27. Date returned to work 07/14/2008 Time: 04:00 a.m. p.m.

28. Was employee injured in performance of duty? Yes No (if "No," explain)

29. Was injury caused by employee's willful misconduct, intoxication, or intent to injure self or another? Yes (if "Yes," explain) No

30. Was injury caused by third party? Yes No (If "No," go to item 32.)

31. Name and address of third party (include city, state, and ZIP code)

32. Name and address of physician first providing medical care (include city, state, ZIP code)
 Dr. Converse
 1313 Water Street
 Boise ID 83705

33. First date medical care received 07/12/2008

34. Do medical reports show employee is disabled for work? Yes No

35. Does your knowledge of the facts about this injury agree with statements of the employee and/or witnesses? Yes No (if "No," explain)

36. If the employing agency controverts continuation of pay, state the reason in detail.
 N/A

37. Pay rate when employee stopped work \$ 17.70 Per hour

Signature of Supervisor and Filing Instructions

38. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect of this claim may also be subject to appropriate felony criminal prosecution.

I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of supervisor (Type or print)
 Laine Schwarberg

Signature of supervisor *Laine Schwarberg* Date 07/12/2008

Supervisor's Title Supply Unit Leader Office phone (208) 555-1212

39. Filing instructions No lost time and no medical expense: Place this form in employee's medical folder (SF-66-D)
 No lost time, medical expense incurred or expected: forward this form to OWCP
 Lost time covered by leave, LWOP, or COP: forward this form to OWCP
 First Aid Injury

Form CA-1
 Rev. Apr. 1989

EXHIBIT 14 - Continued

Instructions for Completing Form CA-1

Complete all items on your section of the form. If additional space is required to explain or clarify any point, attach a supplemental statement to the form. Some of the items on the form which may require further clarification are explained below.

Employee (Or person acting on the employees' behalf)

13) Cause of injury

Describe in detail how and why the injury occurred. Give appropriate details (e.g.: if you fell, how far did you fall and in what position did you land?)

14) Nature of Injury

Give a complete description of the condition(s) resulting from your injury. Specify the right or left side if applicable (e.g., fractured left leg: cut on right index finger).

15) Election of COP/Leave

If you are disabled for work as a result of this injury and filed CA-1 within thirty days of the injury, you may be entitled to receive continuation of pay (COP) from your employing agency. COP is paid for up to 45 calendar days of disability, and is not charged against sick or annual leave. If you elect sick or annual leave you may not claim compensation to repurchase leave used during the 45 days of COP entitlement.

Supervisor

At the time the form is received, complete the receipt of notice of injury and give it to the employee. In addition to completing items 17 through 39, the supervisor is responsible for obtaining the witness statement in Item 16 and for filling in the proper codes in shaded boxes a, b, and c on the front of the form. If medical expense or lost time is incurred or expected, the completed form should be sent to OWCP within 10 working days after it is received. The supervisor should also submit any other information or evidence pertinent to the merits of this claim. If the employing agency controverts COP, the employee should be notified and the reason for controversion explained to him or her.

17) Agency name and address of reporting office

The name and address of the office to which correspondence from OWCP should be sent (if applicable, the address of the personnel or compensation office).

18) Duty station street address and zip code

The address and zip code of the establishment where the employee actually works.

19) Employers Retirement Coverage.

Indicate which retirement system the employee is covered under.

30) Was injury caused by third party?

A third party is an individual or organization (other than the injured employee or the Federal government) who is liable for the injury. For instance, the driver of a vehicle causing an accident in which an employee is injured, the owner of a building where unsafe conditions cause an employee to fall, and a manufacturer whose defective product causes an employee's injury, could all be considered third parties to the injury.

32) Name and address of physician first providing medical care

The name and address of the physician who first provided medical care for this injury. If initial care was given by a nurse or other health professional (not a physician) in the employing agency's health unit or clinic, indicate this on a separate sheet of paper.

33) First date medical care received

The date of the first visit to the physician listed in item 31.

36) If the employing agency controverts continuation of pay, state the reason in detail.

COP may be controverted (disputed) for any reason; however, the employing agency may refuse to pay COP only if the controversion is based upon one of the nine reasons given below:

- a) The disability was not caused by a traumatic injury.
- b) The employee is a volunteer working without pay or for nominal pay, or a member of the office staff of a former President;
- c) The employee is not a citizen or a resident of the United States or Canada;
- d) The injury occurred off the employing agency's premises and the employee was not involved in official "off premise" duties;
- e) The injury was proximately caused by the employee's willful misconduct, intent to bring about injury or death to self or another person, or intoxication;
- f) The injury was not reported on Form CA-1 within 30 days following the injury;
- g) Work stoppage first occurred 45 days or more following the injury;
- h) The employee initially reported the injury after his or her employment was terminated; or
- i) The employee is enrolled in the Civil Air Patrol, Peace Corps, Youth Conservation Corps, Work Study Programs, or other similar groups.

Employing Agency - Required Codes

Box a (Occupation Code), Box b (Type Code), Box c (Source Code), OSHA Site Code

The Occupational Safety and Health Administration (OSHA) requires all employing agencies to complete these items when reporting an injury. The proper codes may be found in OSHA Booklet 2014, "Recordkeeping and Reporting Guidelines.

OWCP Agency Code

This is a four-digit (or four digit plus two letter) code used by OWCP to identify the employing agency. The proper code may be obtained from your personnel or compensation office, or by contacting OWCP.

EXHIBIT 15
NOTICE OF OCCUPATIONAL DISEASE AND CLAIM FOR
COMPENSATION, CA-2

Notice of Occupational Disease
and Claim for Compensation

U.S. Department of Labor
Employment Standards Administration
Office of Workers' Compensation Programs



Employee: Please complete all boxes 1 - 18 below. Do not complete shaded areas.
Employing Agency (Supervisor or Compensation Specialist): Complete shaded boxes a, b, and c.

Employee Data
1. Name of employee (Last, First, Middle) Ruby, Tim S.
2. Social Security Number 000-00-0000
3. Date of birth Mo. Day Yr. 7 12 59
4. Sex M
5. Home telephone (208) 555-1111
6. Grade as of date of last exposure Level 6 Step 5
7. Employee's home mailing address (include city, state, and zip code) 285 Smoke Street Boise ID Zip code 83705
8. Dependents [X] Wife, Husband [] Children under 18 years [] Other
Claim Information
9. Employee's occupation Forestry Technician
a. Occupation code
10. Location (address) where you worked when disease or illness occurred (include city, state, and zip code) Paper Fire on the Boise National Forest 1275 Oakwood Road
11. Date you first became aware of disease or illness Mo. Day Yr. 8 22 8
12. Date you first realized the disease or illness was caused or aggravated by your employment Mo. Day Yr. 8 22 8
13. Explain the relationship to your employment, and why you came to this realization
While working as a firefighter on the Paper Fire, I was subjected to a great amount of smoke inhalation. The smoke was caused by a slip over in the area where I was working.

14. Nature of disease or illness Smoke Inhalation
OWCIP Use - NOI Code
b. Type code c. Source code
15. If this notice and claim was not filed with the employing agency within 30 days after date shown above in item #12, explain the reason for the delay. N/A
16. If the statement requested in item 1 of the attached instructions is not submitted with this form, explain reason for delay. N/A
17. If the medical reports requested in item 2 of attached instructions are not submitted with this form, explain reason for delay. N/A

Employee Signature
18. I certify, under penalty of law, that the disease or illness described above was the result of my employment with the United States Government, and that it was not caused by my willful misconduct, intent to injure myself or another person, nor by my intoxication. I hereby claim medical treatment, if needed, and other benefits provided by the Federal Employees' Compensation Act.
Signature of employee or person acting on his/her behalf [Signature] Date 8/22/08
Have your supervisor complete the receipt attached to this form and return it to you for your records.
Any person who knowingly makes false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain compensation as provided by the FECA or who knowingly accepts compensation to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate provisions, be punished by a fine or imprisonment, or both.

EXHIBIT 15 - Continued

Official Supervisor's Report of Occupational Disease: Please complete information requested below

Supervisor's Report

19. Agency name and address of reporting office (include city, state, and ZIP Code) OWCP Agency Code
 USFS, ASC-HCM Workers' Compensation Section

3900 Masthead St., MS-118 OSHA Site Code

Albuquerque NM 87109 ZIP Code

20. Employee's duty station (Street address and ZIP Code) ID ZIP Code
 NIFC 3833 S. Development Avenue Boisc ID 83705

21. Regular work hours From: 09:00 a.m. p.m. To: 06:00 a.m. p.m. 22. Regular work schedule Sun. Mon. Tues. Wed. Thurs. Fri. Sat.

23. Name and address of physician first providing medical care (include city, state, ZIP code) 24. First date medical care received Mo. Day Yr.
 Cascade Medical Center
 4720 Deer Lane
 Cascade ID 88603

25. Do medical reports show employee is disabled for work? Yes No

26. Date employee first reported condition to supervisor Mo. Day Yr. 27. Date and hour employee stopped work Mo. Day Yr. Time
 08/22/2008 08/22/2008 Time 02:00 a.m. p.m.

28. Date and hour employee's pay stopped Mo. Day Yr. Time a.m. p.m. 29. Date employee was last exposed to conditions alleged to have caused disease or illness Mo. Day Yr.
 08/22/2008

30. Date returned to work Mo. Day Yr. Time a.m. p.m.
 08/23/2008 Time 08:00

31. If employee has returned to work and work assignment has changed, describe new duties
 Employee assigned light duty at the incident base and is not to be exposed to smoke for two days. Employee can return to fireline after two days.

32. Employee's Retirement Coverage CSRS FERS Other, (Specify)

33. Was injury caused by third party? Yes No If "No," go to item 34.

34. Name and address of third party (include city, state, and ZIP code)

Signature of Supervisor

35. A supervisor who knowingly certifies to any false statement, misrepresentation, concealment of fact, etc., in respect to this claim may also be subject to appropriate felony criminal prosecution.
 I certify that the information given above and that furnished by the employee on the reverse of this form is true to the best of my knowledge with the following exception:

Name of Supervisor (Type or print)
 Tammy Bull

Signature of Supervisor *Tammy Bull* Date 08/22/2008

Supervisor's Title Office phone
 Strike Team Leader (208)355-1234

Form CA-2
 Rev. Jan. 1997

EXHIBIT 16
AUTHORIZATION FOR EXAMINATION
AND/OR TREATMENT, CA-16

Authorization for Examination
 And/Or Treatment

U.S. Department of Labor
 Employment Standards Administration
 Office of Workers' Compensation Programs



The following request for examination is authorized by law (5 USC §101 et. seq.). Benefits and/or medical services expenses may not be paid or may be subject to suspension under this program unless this report is completed and filed as requested. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and OMB Cf. No. A-108.

OMB No.: 1215-0103
 Expires: 09/30/91

PART A - AUTHORIZATION

1. Name and Address of the Medical Facility or Physician Authorized to Provide the Medical Service: Dr. Converse 1313 Water Street Boise, ID 83705			
2. Employee's Name (last, first, middle) Miller, Amy K.	3. Date of Injury (mo., day, yr.) 7/12/03	4. Occupation Forestry Technician	
5. Description of Injury or Disease: Right Thumb Laceration			

6. You are authorized to provide medical care for the employee for a period of up to sixty days from the date shown in item 11, subject to the condition stated in item A, and to the condition indicated either 1 or 2, in item B.

A. Your signature in item 3E of Part B certifies your agreement that all fees for services shall not exceed the maximum allowable fee established by OWCP and that payment by OWCP will be accepted as payment in full for said services.

B 1. Furnish office and/or hospital treatment as medically necessary for the effects of the injury. Any surgery other than emergency must have prior OWCP approval.

2. There is doubt whether the Employee's condition is caused by an injury sustained in the performance of duty, or is otherwise related to the employment. You are authorized to examine the employee using indicated non-surgical diagnostic studies, and promptly advise the undersigned whether you believe the condition is due to the alleged injury or to any circumstances of the employment. Pending further advice you may provide necessary conservative treatment if you believe the condition may be to the injury or to the employment.

7. If a Disease or Illness is Involved, OWCP Approval for issuing Authorization was Obtained from: (Type Name and Title of OWCP Official)

8. Signature of Authorizing Official:

Sissal Batey

9. Name and Title of Authorizing Official: (Type or print clearly)

Sissal Batey
 Comp/Claims Unit Leader

10. Local Employing Agency Telephone Number:
 (208) 555-0123

11. Date (mo., day, year)
 7/12/03

12. Send one copy of your report (Fill in remainder of address)

13. Name and Address of Employee's Place of Employment:

Department or Agency
 U. S. Department of Interior
 Bureau or Office
 Bureau of Land Management
 Local Address (Including Zip Code)
 3524 Development Avenue
 Boise, ID 83705

U.S. DEPARTMENT OF LABOR
 Employment Standards Administration
 Office of Workers' Compensation Programs
 1111 Third Avenue, Suite 550
 Seattle, WA 98101-3212

(See Exhibit 04 for OWCP District Office list)

Public Burden Statement

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing burden, to the Office of Information Management, Department of Labor, Room N1301, 200 Constitution Avenue, N.W., Washington, D.C. 20219, and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

This form was a fractionally produced by National Production Service Staff

Form CA-16
 Rev. Oct. 1988

EXHIBIT 17

US DEPARTMENT OF LABOR OWCP DISTRICT OFFICES

US DEPARTMENT OF LABOR DISTRICT OFFICES

<p><u>District Office 1 – Boston</u> (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont) U.S. Dept. of Labor, OWCP JFK Federal Building, Room E-260 Boston, MA 02203</p>	<p><u>District Office 11 – Kansas City</u> (Arkansas, Iowa, Kansas, Missouri, and Nebraska; all employees of the Department of Labor, except Job Corps enrollees, and their relatives) U.S. Dept. of Labor, OWCP Two Pershing Square Building 2300 Main Street, Suite I 090 Kansas City, MO 64108-2416</p>
<p><u>District Office 2 – New York</u> (New Jersey, New York, Puerto Rico, and the Virgin Islands) U.S. Dept. of Labor, OWCP 201 Varick Street, Room 740 New York, NY 10014</p>	<p><u>District Office 12 – Denver</u> (Colorado, Montana, No. Dakota, So. Dakota, Utah, and Wyoming, New Mexico) U.S. Dept. of Labor, OWCP One Denver Federal Center, Building 13 Denver, CO 80225-0602</p>
<p><u>District Office 3 – Philadelphia</u> (Delaware, Pennsylvania, and West Virginia; Maryland when the claimant's residence has a zip code beginning with 21***) U.S. Dept. of Labor, OWCP Curtis Center, Suite 715 East 170 S. Independence Mall West Philadelphia, PA 19106-3308</p>	<p><u>District Office 13 – San Francisco</u> (Arizona, California, Hawaii, and Nevada) U.S. Dept. of Labor, OWCP 90 Seventh St., Suite 15300 San Francisco, CA 94103</p>
<p><u>District Office 6 – Jacksonville</u> (Alabama, Florida, Georgia, Kentucky, Mississippi, No. Carolina, So. Carolina, and Tennessee) U.S. Dept. of Labor, OWCP 400 West Bay Street, Room 826 Jacksonville, FL 32202</p>	<p><u>District Office 14 – Seattle</u> (Alaska, Idaho, Oregon, and Washington) U.S. Dept. of Labor, OWCP 300 Fifth Avenue, Ste 1050 Seattle, WA 98104</p>
<p><u>District Office 9 – Cleveland</u> (Indiana, Michigan, Ohio; All special claims and all areas outside of the U.S., Its possessions, territories and trust territories) U.S. Dept. of Labor, OWCP 1240 East Ninth Street, Room 851 Cleveland, OH 44199</p>	<p><u>District Office 16 – Dallas</u> (Louisiana, Oklahoma, and Texas) U.S. Dept. of Labor, OWCP 525 South Griffin Street, Room 100 Dallas, TX 75202</p>
<p><u>District Office 10 – Chicago</u> (Illinois, Minnesota, Wisconsin) U.S. Dept. of Labor, OWCP 230 South Dearborn Street, Eighth Floor Chicago, IL 60604</p>	<p><u>District Office 25 – Washington D.C.</u> (District of Columbia, Virginia, Maryland when the claimant's residence has a zip code other than 21***) U.S. Dept. of Labor, OWCP 800 N. Capital Street N.W., Room 800 Washington, D.C. 20211</p>

EXHIBIT 18 - Continued

Employing Office Instructions

Medical treatment for this injury/illness was provided by our Agency through procurement with medical providers under the *Agency Provided Medical Care (APMC)* program. These procedures are entirely apart from and not under the authority or provisions of FECA/OWCP, and do not require issuing a CA-16. However, a CA-1 or CA-2 was completed in all cases for the employee's protection.

Do not pay invoices or statements attached to CA forms. Do not forward to OWCP for payment if:

(1) no further medical treatment is necessary, (2) there is no lost time due to the injury/illness, and (3) this initial treatment did not involve surgery or hospitalization. Under these circumstances only, file the CA-1/CA-2 and medical documentation in the Employee's Medical Folder for record purposes.

If any one of the following conditions occurs, initiate appropriate OWCP procedures:

1. For lost time cases which occurred on the incident assignment or following the employee's return (and are supported by the attached medical documentation), but no further medical treatment is required, submit CA-1/CA-2 and the medical report from the medical provider to OWCP as part of the claim package. Provide explanation to OWCP that all medical services were paid by the Agency. Grant COP and provide form CA-3 to OWCP as appropriate in traumatic injury cases.

2. Where emergency surgery or hospitalization was provided by the medical facility in conjunction with APMC, submit CA-1/CA-2 and the medical reports to OWCP as outlined in item 1 above.

3. Where followup treatment is necessary or there is loss of wages, follow standard OWCP procedures. This includes issuing CA-16 as appropriate to the physician of the employee's choice. File the claim with your OWCP District Office.

Situations may arise where the physician provided by this Agency determined that the employee was fit for light or regular duty and subsequent evaluation shortly thereafter by the physician selected by the employee indicates the employee is disabled. While this requires resolution by OWCP, the employee must receive continuation of pay, if other requirements for COP are met, pending OWCP's decision.

If you have any questions or problems, please contact Incident Unit Headquarter's Compensation Specialist:

Comp Specialist Name	Connie Comp
Agency Unit Headquarters	R4 USFS
Phone Number	(XXX) XXX-XXXX

EXHIBIT 20
EMERGENCY FIREFIGHTER TIME REPORT (OF-288) SHOWING COP
FOR A REGULAR FEDERAL EMPLOYEE

EMERGENCY FIREFIGHTER TIME REPORT F711
2. Social Security Number: 000-00-0000
3. Initial Employment (X One): Yes
4. Type of Employment (X One): Regular Gov't Employee
6. Transferred from:
7. Employee Has (X One): Been Discharged, Quit
8. Entitled to Return Travel Time (X One): Yes
9. Entitled to Return Transportation (X One): Yes
10. Name (First, Middle, Last): Smokey T. Bear
11. Street Address: 118 W Smokey Bear Blvd
12. City: Boise
13. State: ID
14. Zip Code: 83705
16. Name: Sue Bear
17. City: same
20. FIRE LOCATION IDENTIFICATION
1. Fire Name: Warm Lake
2. Fire No.: ID-BOD-005161
3. Unit Code: BOD
4. Fire Location: ID
5. State: ID
6. Firefighter Classification: FFT2
7. Rate: GS
8. Date and Time: 07-10-2008 1800-2200 4.00
9. Total Hours: 56.00
10. Gross Amount: 07/10-07/16
11. Inclusive Dates: 07/10-07/16
12. Time Officer's Signature: [Signature]
13. Date Signed: 7-16-2008
21. SHOW "H" FOR HAZARD PAY AND "E" PLUS % FOR ENVIRONMENTAL DIFFERENTIAL
22. Commodity Record
a. Date: 07/16/XX
b. Item: Toiletries
c. Amount: 11.00
23. Remarks: 7/12 injured at 1015
Returned to duty at incident.
NOTE: The above items are correct and proper for payment from available appropriations.
24. Employee Signature: [Signature]
25. Issue Officer (Signature): [Signature]

EXHIBIT 21
EMERGENCY FIREFIGHTER TIME REPORT (OF-288) SHOWING COP
FOR A CASUAL

EMERGENCY FIREFIGHTER TIME REPORT Form 7111. Includes sections for personal information, fire location identification, and a detailed time log table with columns for date, time, location, and rate.

NOTE: This above form is correct and proper for payment from available appropriations.
OPTIONAL FORM 288 (Rev. 3/83)
USDARVSIH
30288-102

ORIGINAL - PAYROLL COPY

EXHIBIT 22
SAMPLE INCIDENT INJURY CASE FILE ENVELOPE

NAME OF CLAIMANT <i>Miller, Amy</i>	DATE OF INJURY OR ILLNESS <i>7/12/xxxx</i>	APMC []	OWCP [✓]	FIRST AID ONLY []
INCIDENT/COMPLEX NAME <i>Warm Lake</i>	INCIDENT NUMBER <i>ID-BOD-005161</i>	UNIT LOG NUMBER M-		

CHECK LIST FOR CASE FILES

(Indicate Whether Completed)	YES (Date)	NO
*CA-1 – Report of Injury	<i>7/12/xx</i>	
*CA-2 – Report of Illness		
CA -16 Request for Examination and/or Treatment	<i>7/12/xx</i>	
FS-6100-16 – Agency Provided Medical Care Authorization and Medical Report		
CA - 17 – Duty Status Report		
HCFA – 1500 – Health Insurance Claim Form	<i>7/12/xx</i>	
Follow-up Action Needed		

CLAIMANT ASSIGNED TO:

(Crew Name or OH Section)
BLM Boise District Office
(Agency)
3924 Development Ave.
(Address)
Boise, ID 83705
(City, State and Zip Code)
(208) 555-1212
(Telephone No. with Area Code)

SUPERVISOR ON INCIDENT:

Laine Schwarberg
BLM Boise District Office
(Agency)

SUPERVISOR'S HOME UNIT:

3924 Development Ave.
(Address)

*NOTE: ORIGINAL form must go to employee's home (or hiring) unit.
Follow-up Needs/Comments: *Lost time injury; stitches need to be removed by personal physician.*

COMPENSATION FOR INJURY SPECIALIST/UNIT LEADER NAME <i>Siegel/Batley</i>	HOME UNIT TELEPHONE NUMBER (W/AREA CODE) <i>(208) 555-1212</i>	FINANCE/ADMIN SECTION CHIEF INITIALS <i>sg</i>
---	--	---

OBJECTIVE

The purpose of this section is to provide guidance and regulations regarding travel requirements for incident response.

POLICY

Federal Travel Regulations (FTR) and/or agency specific travel regulations will be utilized for all travel policies and processes.

RESPONSIBILITIES

Home unit responsibilities:

- Provide authorization to travel in accordance with agency regulations and policy.

Regular government employees, casuals, and cooperators responsibilities:

- Obtain information regarding home unit travel policies, procedures and requirements before commencing travel.
- Follow established incident agency procedures.

Incident agency responsibilities:

- Provide agency requirements and guidelines regarding subsistence, lodging and transportation policies to the incident management team (IMT) and incident support units/personnel, e.g., buying team, expanded dispatch, administrative payment team (APT).

Incident Agency Requirements

All resources under the control of the incident or incident agency will follow incident agency requirements when staying at incident base or other location. Individuals' are not automatically entitled to stay in a hotel/motel, eat meals at restaurants, or claim per diem. Individuals' who deviate from incident agency requirements will not be reimbursed for unauthorized expenses. Most incidents utilize a base camp to provide for resource needs through the use of a caterer, local restaurants, other food providers and issuance of a sleeping bag.

1 If the incident agency is unable to provide meals and lodging through an
2 incident base camp, the following will occur:

- 3
- 4 • Lodging – Incident resources may be housed in motels/hotels. Incident
5 personnel must follow their home unit policy for the use of agency
6 issued charge card to obtain lodging. Employing agency travel policies
7 apply. The incident agency should provide these facilities through a
8 procurement method.
- 9

10 If the incident agency provides meals and lodging to incident resources,
11 they may establish rates that differ from standard federal or state rates. For
12 federal employees, if the cost of federal-government paid lodging exceeds
13 the maximum per diem rate, the employee should follow agency policy to
14 request approval for “actual expenses”. Otherwise the meals and incidental
15 expenses (M&IE) payment will be reduced to the maximum per diem
16 amount allowed (lodging + M&IE). Current per diem rates can be found at
17 www.gsa.gov.

- 18
- 19 • Meals – The incident agency may provide meals through the use of
20 designated restaurants under a procurement method, at no cost to the
21 individual. If the meal selected by the individual exceeds the incident’s
22 established meal rate, the individual is responsible to pay the vendor
23 directly for the difference. When meals are furnished by the incident
24 agency, individuals’ may not seek per diem for meal reimbursement.
25 Meals may only be claimed if incident personnel are unable to consume
26 the furnished meal(s) because of medical requirements or religious
27 beliefs which must be justified and approved on a travel authorization
28 and voucher.

29

30 When the incident agency does not provide meals, individuals’ should
31 follow their agency policy for the use of a government issued charge
32 card to obtain meals. Employing agency per diem rates must be
33 followed.

- 34
- 35 • Cash Advances – Most federal agencies are unable to provide cash
36 advances in a timely manner for emergency incidents. Individuals’
37 should be prepared to meet their personal needs with personal cash or
38 credit cards if they do not have a government issued travel card.

1 Federal government travel charge cards may provide for withdrawal of
2 cash from Automated Teller Machines (ATM) for official government
3 travel-related expenses. Reference agency policy for maximum ATM
4 withdrawal allowance.

- 5
6 • Rental Cars – Use of rental cars while assigned to an incident must be
7 authorized by the incident agency or incident, and documented on a
8 resource order.

9
10 The incident agency should provide rental cars to authorized incident
11 personnel through an agency procurement method, e.g., Blanket
12 Purchase Agreement (BPA), purchase order, contract, or Emergency
13 Equipment Rental Agreement (EERA).

14
15 Individuals' authorized to rent a car outside of incident agency
16 procurement methods should use government-contracted rental car
17 agencies. Additional insurance coverage is not necessary and is not a
18 reimbursable expense (reference agency travel regulations).

19
20 The U.S. Government Rental Car Agreement provides for damage and
21 liability coverage when the terms and conditions of the agreement are
22 followed, (e.g., operating the vehicle on paved, graded, state or
23 professionally maintained roads.) If the incident assignment requires
24 operation of the vehicle outside these parameters, the rental vehicle
25 should be obtained through other procurement methods (Chapter 20).
26 The agreement can be found at
27 <http://www.defensetravel.dod.mil/site/rental.cfm> .

- 28
29 • Privately-Owned Vehicle (POV) – Individuals' may be requested to use
30 their POV for official business when such use is advantageous to the
31 government. The individual is reimbursed for use through a mileage
32 rate. The mileage rate reimburses the individual for fuel, wear and tear,
33 and insurance costs.

34
35 If an employee chooses to utilize POV rather than government provided
36 transportation, prior approval must be obtained from the home unit
37 supervisor.

38
39 Damage to a POV is not covered under the Military and Civilian Employees
40 Claims Act. Individuals claim damage through their private insurer.

- 1 • Incidental Expenditure Rate – The incidental expenditure rate for all
2 emergency assignments, where meals and lodging are provided, is the
3 approved General Service Administration (GSA) rate
4 (<http://www.gsa.gov>) (reference agency specific directives or policy for
5 exceptions).
6
- 7 • Transportation Arrangements – Individuals’ assigned to emergency
8 incidents will follow sending agency dispatch procedures for travel to
9 the incident. Incident agency dispatch procedures will be followed for
10 return travel from the incident. Dispatch offices will make travel
11 arrangements and provide airline tickets or travel information to
12 individuals’. Travel arrangements made outside of incident agency
13 dispatch procedures may not be reimbursed without proper approvals
14 and authorization. Commercial and/or contract transportation methods
15 may be used.
16

17 GSA FTR preclude federal agencies from procuring contract fare
18 tickets, rentals, lodging, or travel advances for contractors and their
19 employees. Government travel authorizations shall not be issued to
20 contractors and their employees. Federal agencies may reimburse
21 contractors for travel costs per contract provisions. The federal
22 government may charter aircraft to provide transportation and may
23 provide subsistence to the contractor/contractor employees while at the
24 incident (e.g., meals, lodging), as long as these acquisitions are done
25 through “normal” procurement methods, e.g., purchase order, contract,
26 BPA and not through established GSA or Department of Defense
27 (DoD) contracts for passenger transportation, vehicle rentals, and
28 lodging facilities.
29

30 Individuals’ who wish to deviate from the established travel route
31 (including layovers and deviations from estimated return travel time)
32 must coordinate and obtain authorization from the incident agency and
33 home unit prior to commencing travel.
34

35 Casuals who are not reassigned and deviate from the normal travel
36 route home will only be reimbursed for the number of miles back to the
37 point of hire. Casuals are not entitled to transportation provided by the
38 government from the point the travel deviation occurs. The travel
39 deviation must be documented and attached to the casual’s original
40 time record (OF-288) for use by the payment unit. This documentation
41 shall also be made a part of the incident record.
42

1 Dispatch offices will provide transportation arrangements to the
2 original departure points. Individuals' are responsible for changing
3 arrangements and paying any cost differences. If the method for
4 transportation is a government charter or other non-commercial
5 transportation and the individual wishes to deviate, the government will
6 not pay for commercial transportation.
7

8 Individuals' returning from an incident after the close of business may
9 be furnished government transportation to their residence if there is no
10 alternative means of transportation.
11

12 Individuals' released from an emergency incident, due to family
13 emergency, may be provided transportation to other than the original
14 departure point if there is no additional cost to the government. Travel
15 costs from this new location to the original departure point, if an
16 additional cost to the government is at the individuals' expense.
17

- 18 • GSA Travel Exceptions –In certain instances, GSA will invoke
19 exceptions to the FTR, for a period of time, to ensure travelers are able
20 to conduct official government travel in a safe manner. These
21 exceptions, e.g., modes of transportation, non-direct route could result
22 from international events, times of war, disease outbreaks, travel
23 advisories, etc.
24
- 25 • Travel Vouchers – Emergency incident resources in travel status follow
26 home unit travel regulations to claim reimbursement of travel expenses.
27

28 Reimbursement of travel expenses to casuals is made in accordance
29 with the Administratively Determined (AD) Pay Plan for Emergency
30 Workers (Exhibit 1).
31

32 **Foreign Travel**

33
34 The following checklist can be used to prepare for an emergency incident
35 assignment to a foreign country.
36

- 37 • Travel Authorization – Contact the agency travel coordinator to ensure
38 the proper travel authorization and other required paperwork is
39 established. Obtain foreign travel per diem rates, insurance information,
40 and other pertinent agency policies and guidelines.

- 1 • Valid Passport – This should be an official government passport and
2 not a personal one. Federal agencies may implement stricter
3 requirements for all foreign travel regardless of foreign country
4 regulations.
- 5
- 6 • VISA – Obtain a VISA if required, for entry into the foreign country.
7
- 8 • Immunization Record – Additional immunizations may be required.
9
- 10 • Government Travel Charge Card –Ensure monthly limits are adequate
11 and the account is available for use. Contact the bank’s customer
12 service number on the back of the charge card to check the status and
13 credit limit Contact the home unit agency program coordinator prior
14 to start of travel if limit increases are needed.
- 15
- 16 • Cash or Traveler's Checks – Estimate needed amount based on
17 projected length of assignment.
- 18
- 19 • Country-Specific Entrance Laws/Regulations – Canada considers
20 certain violations as felonies and may require an individual to pay a
21 fine in order to enter the country, (e.g., arrested for driving under the
22 influence). The individual should notify the immediate supervisor and
23 dispatch of potential problems. Individuals’ are personally responsible
24 for any fines; no reimbursement is authorized.
- 25
- 26 • Country-Specific Information – Obtain information concerning the
27 countries vegetation, insects, climate, and housing/diet. This
28 information can be provided by the requesting agency. Dispatch can
29 provide a name, telephone number, website address, or other
30 information. Obtaining this information prior to leaving will better
31 prepare an individual for a foreign assignment.
- 32
- 33 • Personal Items – At a minimum, the same personal items necessary for
34 an emergency incident assignment within the United States should be
35 packed. In addition, other items may be required depending upon the
36 country and other conditions. Include adequate quantities of
37 prescription medications.
- 38
- 39 • Contact Names/Numbers – Update emergency telephone numbers and
40 contacts with immediate supervisor. Upon arrival, contact should be
41 made with home unit dispatch and immediate supervisor with the
42 pertinent details of location and contact telephone number.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- Car Rental Insurance – Individuals’ traveling outside the United States will be reimbursed for the cost of rental car insurance. Such insurance is necessary because of the rental and leasing agency requirements mandated by foreign statutes and/or because legal procedures could cause legal difficulty for an individual involved in an accident.
 - Personal Traveler’s Insurance – Personal travelers insurance is not reimbursable.

10

11 All employees engaged in work in a foreign country need to consult with their

12 agency personnel specialist for Fair Labor Standards Act (FLSA) exemption

13 criteria. FLSA does not apply to positions, permanent or temporary (including

14 details), outside of the United States. Title 5 Code of Federal Regulations 551.2

15 12(b) discusses the foreign exemption criteria.

1

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