

**APPENDIX Q**  
**WILD FIRE SUPPRESSION AND OTHER EMERGENCY DUTIES**  
**DEPARTMENT OF NATURAL RESOURCES<sup>1</sup>**

**1. ~~Fire Duty Compensation—Department of Natural Resources (DNR)~~ Application of this Appendix**

The provisions of this Appendix apply to DNR employees only when performing wild-fire suppression, ~~DNR Fire Training Academy implementation~~, or other emergency duties under the incident command system.

**2. Deployment Dispatch Authority**

The Employer retains sole authority to dispatch employees to wildfires suppression or other emergency duties, even when dispatched to inter-agency wildfires suppression or other emergency duties.

**~~2. Fire Season Work Schedules~~**

~~While the state's fire season is in effect, work schedules for wild fire suppression personnel may be assigned that are other than Monday through Friday and 8:00 am to 4:30 pm. Such fire season schedules will provide for equitable rotation if requested by a majority of the affected employees.~~

**3. Wildfire Suppression or Other Emergency Duty Work Schedules**

When performing wildfire suppression or other emergency duties, work schedules for wildfire suppression or other emergency duty personnel may be assigned schedules that are other than Monday through Friday and 8:00 a.m. to 4:30 p.m. Schedules shall provide for equitable rotation if requested by a majority of the affected employees.

**4. Correctional Facility Duty Stations**

For those employees whose permanent or temporary duty station is a correctional facility, DNR will establish<sup>1</sup> by April 15 each year<sup>1</sup> a priority list for assigning overtime when assignments are not determined by closest forces. Employees may request to drop to the bottom of such priority list for a specified length of time with

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<sup>1</sup> Note for the Employer's proposal only and not for the final Tentative Agreement: The revisions in this Appendix Q are revisions of the 2021-2023 CBA and replace and supersede any revisions made during 2022 negotiations as part of the Tentative Agreement. Also, non-substantive edits of the proposal attached to DNR's Sep. 19<sup>th</sup> notice to WFSE are made throughout the MOU, consisting of conforming paragraph numbers and letters, spelling corrections and spacing. Other revisions are highlighted in yellow. Please read this proposal in its entirety, though, in the case of any inadvertent non-highlighting.

reasonable notice to their first-line management supervisor. The priority list will be posted in a place visible to employees.

**35. Rotational Wildfire Suppressions or Other Emergency Duty Standby**

~~While the state's fire season is in effect, When performing wildfire suppression or other emergency duties,~~ separate rotational standby schedules may be established for the incident command system positions ~~of Division Supervisor, Task Force Leader, and Resource Boss.~~ If established, the rotational schedules ~~would~~ **would** be posted in region and division offices and updated weekly. Actual rotation ~~would~~ **would** not begin or continue except as authorized by the Employer. The Employer will make ~~pagers~~ **cellular phones** or similar communication devices available to employees if on rotational standby for deployment, ~~as a Division Supervisor, Task Force Leader, or Resource Boss.~~

**46. Agreement Applies to All Deployments**

A. ~~Wild fire suppression working conditions as specified in this Agreement are considered usual and customary in any wild fire suppression operation to which the Employer has deployed employees.~~

B. ~~On all fires, DNR will designate a knowledgeable agency representative or contact to ensure compliance with provisions of this Agreement.~~

**Compensation for Reacting to Fire Potential Wildfire Suppression or Other Emergency Duties**

~~When an employee is reacting to wildfire suppression or other emergency duties, they will be paid in accordance with Article 42, Section 42.35.~~

**57. Length of Union Access During Deployments**

A. ~~The Employer retains sole authority to dispatch employees to fires even when dispatched to inter-agency fires.~~

B. ~~Employees will receive one day of rest and recuperation after ten (10) consecutive days of deployment away from the duty station for wildfire suppression duty. If an employee is unable to be scheduled for the rest and recuperation day during deployment and can continue to work safely, the rest and recuperation day will occur on the first calendar day after returning from fire duty to the employee's regular duty station.~~

~~If an employee's deployment for wildfire suppression exceeds twenty one (21) days, an additional rest and recuperation day will be earned. If the employee was unable to take the first rest and recuperation day after 10 consecutive days, both rest and recuperation days will occur on the first calendar day after returning from fire duty to the employee's regular duty station.~~

- ~~C. Up to forty eight (48) hours of travel to and up to forty eight (48) hours of travel from the fire incident are excluded in calculating the consecutive days of deployment in Subsection B above. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest and recuperation leave is paid at the employee's straight time hourly rate.~~
- ~~D. When a rest and recuperation period as discussed above does not occur because of scheduling considerations before release from fire suppression duty away from an employee's duty station, the employee will take rest and recuperation miscellaneous leave on the first calendar day after returning from fire duty to the employee's regular duty station.~~
- ~~E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Region/Division Manager, the DNR Resource Protection Division Manager, and the employee. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days will include provision for scheduling a rest and recuperation period if not already taken at the earliest opportunity consistent with safety and scheduling considerations.~~

The Union will have access to emergency duty locations (the actual site of the wildfire or other emergency) where WFSE members are present. A Union representative who visits the emergency duty location will notify the on-site DNR agency representative upon their arrival for safety purposes, and the provisions of Article 39, Section 39.21 B will still apply.

## 8. Regular Days Off or Rest and Recuperation Days Miscellaneous Leave

- A. If the length of the wildfire suppression or other emergency duty deployment, regardless of duty station location(s), is:
- At least ten (10) but less than fourteen (14) consecutive days, Employees will receive one (1) calendar day off; or
  - At least fourteen (14) but less than twenty-one (21) consecutive days, employees will receive two (2) consecutive calendar days off; or
  - Twenty-one (21) or more consecutive days, employees will receive three (3) consecutive calendar days off.

If a day(s) fall on their regularly scheduled workday(s), the employee will be compensated for their regularly scheduled work shift(s) as paid rest and recuperation miscellaneous leave. If a day(s) falls on the employee's regularly scheduled day(s) off, the employee will not receive paid rest and recuperation miscellaneous leave.

- B. If an employee is unable to take their consecutive regular days off or be scheduled for the consecutive rest and recuperation days during deployment and can continue to work safely, the consecutive days off or rest and recuperation days will occur consecutively beginning on the first calendar day after returning from deployment.
- C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from an emergency duty incident are excluded in calculating the consecutive days of deployment referred to above in Subsection 8 A.
- D. During ~~at~~ the rest and recuperation miscellaneous leave, the employee will be paid at the employee's straight time hourly rate equivalent to their scheduled work shift.
- E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Appointing Authority, the DNR Wildfire Division Manager, and the employee. Approval to extend wildfire or other emergency duty deployment beyond fourteen (14) consecutive calendar days shall include a provision for scheduling ~~a~~ the regular day(s) off and/or rest and recuperation day(s) miscellaneous leave if not already taken at the earliest opportunity consistent with safety and scheduling considerations.

## **6.9 Normal Rest Periods**

When an employee is deployed under the incident command system to wild-fire suppression or other emergency duty, it is normally appropriate to grant a reasonable rest period after twelve (12) hours of ~~fire-line~~ duty. Except when precluded by extraordinary circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.

## **7.10. Fit for Duty**

As in all other instances, employees while deployed to wild-fire suppression ~~and/or~~ other emergency duty under the incident command system are responsible within their means to be physically able to resume their duties at the start of each work shift.

## **8.11. ~~Wildf~~ire Suppression Base Camp**

- A. DNR employees are not required to remain in ~~a~~ wild-fire suppression base camp during off-~~y~~ duty hours.
- B. When a wild-fire suppression base camp is established for overnight operation and one-way travel to the nearest community does not unreasonably exceed one (1) hour, the Employer will, except when precluded by extraordinary circumstances, provide for round trip transportation to the nearest community for employees who are off duty.

**912. Laundry Services at Emergency Duty Locations**

After five (5) consecutive calendar days ~~away from their duty station, at an emergency duty location,~~ employees deployed to emergency duty under the incident command system will be entitled to laundry services until released from emergency duty. If contracted laundry services are not provided, employees will be reimbursed for laundry costs incurred pursuant to Office of Financial Management, State Administrative and Accounting Manual, Subsection [10.60.10](#).

**1013. Return to Normal Duties**

- A. Upon return to normal duties following release from extended emergency duty under the incident command system, the Employer will provide work for an employee during regular scheduled hours if there is work that the employee can perform safely and productively. If in the immediate supervisor's judgment, there is not work that the employee can safely and productively perform, the immediate supervisor will direct the employee to go off duty and will notify the employee when scheduled to return to duty. If an employee is directed to rest at the duty station, the directed rest time at the duty station is duty time.
- B. If an employee returning from extended emergency duty under the incident command system is directed to go off duty or desires to go off duty, the employee may request to be allowed to delay the start of ~~his or her~~their normal schedule of regular hours and to make up regular shift hours during the remainder of the workday or during the remainder of the workweek without incurring overtime. The Employer will within reason approve such employee requests. The Union acknowledges there may be circumstances that preclude approving a request. When regular hours are made up during the remainder of the workday or during the remainder of the workweek, the regular hours are paid at the straight time rate. If an employee returning from extended emergency duty under the incident command system requests to use accrued vacation leave, the Employer will within reason approve the employee request.

**1114. Meals at Emergency Duty Locations**

~~A. All e~~Employees ~~involved working in wildfire suppression or other emergency duty efforts who are required to remain on duty after 7:00 p.m.~~ are entitled to a ~~nutritious~~ meals ~~and to an additional meal for every four (4) hours of continuous work thereafter, unless an unpaid meal period is provided. Employees who are traveling will not stop for a meal in order to extend duty beyond 7:00 p.m. in accordance with agency guidelines.~~

- DNR will provide up to three (3) meals a day (breakfast, lunch, and/or dinner).

- If a required meal is not provided, employees will receive per diem reimbursement for the meal. Employees will receive training on the use of electronic systems to complete claims for per diem.

AB. In emergency situations, on short notice, when an employee is required to report for duty three (3) or more hours prior to his or her/their normal work shift, the employee is entitled to a nutritious meal.

BC. Meal delivery requirements may be flexible to facilitate a hot or a better quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of a majority of the employees involved.

D. The Employer understands the physical aspects for all employees during wildfire suppression or other emergency duty efforts and agrees to provide meals that meet or exceed the minimum nutritional requirements.

E. Upon request by an employee, who has been issued a red-card and deployed by the Employer to an emergency duty location, the Employer will issue three (3) MREs (Meals Ready-to-Eat) to the employee.

#### **1215. Sleeping Bags at Emergency Duty Locations**

~~On a project~~ At a wild-fire emergency duty location, each employee who remains at the site overnight will be provided a sleeping bag and a sleeping pad of good quality.

#### **1316. Inclement Weather Facilities at Emergency Duty Locations**

~~On a project~~ At a wild-fire emergency duty location, during inclement weather, reasonably warm and dry facilities will be provided as soon as possible for eating and sleeping.

#### **1417. Shower Facilities at Emergency Duty Locations**

~~On a project~~ At an overnight wild-fire emergency duty location, shower facilities including soap will be made available as soon as possible when practicable, except when precluded by extraordinary circumstances.

#### **1518. Air Quality**

~~Upon request, DNR will provide N-95 particulate masks for use in fire camps. Particulate masks may not be used on the fire lines.~~ DNR commits to further discussions with the union regarding firefighter respiratory health.

**19. Work Capacity Testing**

The physical fitness levels for wildland fire assignments will be as designated in the National Interagency Incident Management System Wildland Fire Qualification System Guide published by the National Wildfire Coordinating Group (PMS 310-1).

For a wildland fire assignment not included in the National Interagency Incident Management System Wildland Fire Qualification System Guide, the Employer agrees to include the Union in a study of the tasks comprising the assignment and the appropriateness of a physical fitness level designation. The study will include the application of the definitions of arduous, moderate, and light physical fitness levels provided in the National Interagency Incident Management System Wildland Fire Qualification System Guide.

Physical fitness levels of employees who are subject to being assigned wildland fire duties will be evaluated using the applicable Work Capacity Test, i.e. arduous, moderate, or light, developed by the USDA Forest Service Missoula Technology and Development Center to evaluate a worker's capacity to meet National Wildfire Coordinating Group physical fitness standards.

The Employer and Union agree to meet and discuss in a Labor Union-Management Committee meeting alternatives to the Work Capacity Test.

Tentatively Agreed To:

For the Employer:

For the Union:

*Valerie Inforzato*

*Becky Stephens*

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Valerie Inforzato

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Becky Stephens

Date: 6/14/2023

*06/14/23*  
Date: \_\_\_\_\_