

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

APPENDIX X
PRESCRIBED FIRE OPERATIONS
DEPARTMENT OF NATURAL RESOURCES (DNR)

X.1 Application of this Appendix

The provisions of this Appendix apply to DNR employees only when performing prescribed fire operations as defined by DNR Policy.

X.2 Mobilization Dispatch Authority

The Employer retains sole authority to mobilize employees to prescribed fire operations, even when dispatched to inter-agency prescribed fire operations.

X.3 Compensation for Performing Prescribed Fire Operations Duties

When an employee is performing prescribed fire duties under an approved burn plan as defined by agency policy, they will be paid in accordance with Article 41, Section 41.29.

X.3 Union Access During Mobilizations

The Union will have access to prescribed fire operation locations where WPEA members are present. A Union representative who visits the location will notify the on-site DNR agency representative upon their arrival for safety purposes, and the provisions of Article 38, Section 38.2 B will still apply.

X.4 Regular Days Off or Rest and Recuperation Days Miscellaneous Leave

Regular days off or rest and recuperation days miscellaneous leave for prescribed fire operations will follow the below provisions.

- 1 A. If the length of the prescribed fire duty deployment, regardless of duty
2 station location(s), is:
3
4 1. At least ten (10) but less than fourteen (14) consecutive days,
5 employees will receive one (1) calendar day off; if the day falls on a
6 regularly scheduled workday, the employee will be compensated for their
7 regularly scheduled work shift as paid rest and recuperation miscellaneous
8 leave (work per Subsection 7.1 C); and if the day falls on a regularly
9 scheduled day off, the employee will be compensated as paid rest and
10 recuperation miscellaneous leave (not work per Subsection 7.1 D); or
11
12 2. At least fourteen (14) consecutive days, employees will receive three
13 (3) consecutive calendar days off; if a day(s) falls on a regularly scheduled
14 workday(s), the employee will be compensated for their regularly
15 scheduled work shift(s) as paid rest and recuperation miscellaneous leave
16 (work per Subsection 7.1 C); and if a day(s) falls on a regularly scheduled
17 day off, the employee will be compensated as paid rest and recuperation
18 miscellaneous leave for one (1) day only (not work per Subsection 7.1 D);
19 and any additional day(s) that falls on a regularly scheduled day off, the
20 employee will not receive paid rest and recuperation miscellaneous leave
21 for that day(s).
- 22 B. If an employee is unable to take their consecutive regular days off or be
23 scheduled for the consecutive rest and recuperation days during a prescribed
24 fire and can continue to work safely, the consecutive days off or rest and
25 recuperation days will occur consecutively beginning on the first calendar
26 day after returning from the prescribed fire.
- 27 C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of
28 travel from an prescribed fire are excluded in calculating the consecutive
29 days of deployment referred to above in Subsection [XJ.4 A](#).
- 30 D. During the rest and recuperation miscellaneous leave, the employee will be
31 paid at the employee's straight time hourly rate equivalent to their scheduled
32 work shift.
- 33 E. Deployment beyond fourteen (14) consecutive days requires mutual
34 agreement of the employee's Appointing Authority, the Prescribe Fire
35 Division Manager, and the employee. Approval to extend a prescribed fire

beyond fourteen (14) consecutive calendar days shall include a provision for scheduling 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.

X.5 Laundry Services

After five (5) consecutive calendar days assigned to prescribed fire operations away from their official work station, employees may be reimbursed for laundry costs incurred pursuant to the Office of Financial Management, State Administrative and Accounting Manual (SAAM), Subsection 10.60.10.

X.6 Meals

Employees performing prescribed fire operations away from their official work station will be provided meals in accordance with the Office of Financial Management, State Administrative and Accounting Manual (SAAM), Subsection 10.40.

X.57 Normal Rest Periods

When an employee is performing prescribed fire operations, it is normally appropriate to grant a reasonable rest period after twelve (12) hours of duty. Except when precluded by extraordinary circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.

X.68 Fit for Duty

As in all other instances, employees while mobilized to prescribed fire operations are responsible within their means to be physically able to resume their duties at the start of each work shift.

X.79 Return to Normal Duties

- A. Upon return to normal duties following release from an extended prescribed fire, 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 an extended prescribed fire is directed to go off duty or desires to go off duty, the employee may request to be allowed to delay the start of 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 an extended prescribe fire requests to use accrued vacation leave, the Employer will within reason approve the employee request.

X.810 Meals and Lodging for Prescribed Fire Operations

Employees working in prescribed fire operations are entitled to per diem for meals and lodging in accordance with [the SAAM](#). ~~agency guidelines.~~

1 **X.911 Air Quality**

2 DNR commits to further discussions with the Union regarding firefighter
3 respiratory health.

4 **X.120 Work Capacity Testing**

5 The physical fitness levels for prescribe fire assignments will be as designated in
6 the National Interagency Incident Management System Wildland Fire Qualification
7 System Guide published by the National Wildfire Coordinating Group (PMS 310-
8 1).

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

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

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

This MOU will expire on June 30, 2027.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Date

Tanya Aho, Labor Relations Manager
OFM/SHR Labor Relations & Compensation
Policy Section

Date

Steve Sloniker, Contract Administrator
WPEA