

12 - PAY PROVISIONS. The following contains information concerning tours of duty, hours of work, and pay.

12.04 - Responsibilities.

1. Incident Management Team (IMT). The IMT is responsible to ensure all pay provisions and regulations are applied and adhered to during incident management operations.
2. Home Unit. The home unit is responsible to apply agency-specific pay provisions and regulations to emergency incident pay documents.

12.05 - Definitions. Definitions used throughout this handbook are located in the Zero Code.

12.1 - One-Day Assignments from 0001 to 2400 Hours. Usually no changes are made in an individual's regularly assigned tour of duty when the emergency incident assignment, including travel, is contained within one calendar day (0001 to 2400 hours). In unusual circumstances, the regularly assigned tour of duty may be changed to a first 8, 9, or 10 hour assignment. All compensable hours are covered under the provisions of Title 5 U.S.C. and the Fair Labor Standards Act (FLSA).

12.1-1 - Multiple-Day Assignments.

1. Guaranteed Hours on an Incident. Every day is considered a workday during an incident until the incident is over or the individual is officially released from the incident. Therefore, Saturday, Sunday, or other scheduled days off are also considered workdays during the period of the incident as long as the individual is assigned to the incident. All individuals are ensured pay for base hours of work, travel, or standby at the appropriate rate of pay for each workday. This is true for part-time and intermittent individuals as well.

Those individuals under a compressed 9-hour or 10-hour work schedule are ensured of at least 9 or 10 hours pay per day on days corresponding to their weekly tour of duty. However, on days, which would have been scheduled off at the home unit, individuals are ensured only 8 hours.

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

The entitlement for the guarantee does not begin or end at any specific time during a day, but is calculated at the end of the calendar day to ensure the individual's compensation for work, compensable travel and ordered standby is at least equal to their base.

2. Spot Change Tour of Duty. After the first day on an incident, individuals are spot changed to a first 8, 9, or 10 hour daily tour of duty, depending upon their weekly tour of duty. The individual resumes their normal daily tour of duty on the day following return from the incident.

For a two-day incident, the unit may elect to not spot change the individual's daily tour of duty.

3. Differentials for Regular Federal Employees.

A. Night Work on the Incident. A regular government employee who has been spot changed to a first 8, 9, or 10 hour daily tour of duty is entitled to night differential pay for all non-overtime hours worked between 1800 and 0600 hours. (Comp. Gen. B-193068, 5/22/84.) When prevailing rate employees (WG) work nights, refer to normal shift requirements.

B. Retaining Regular Night Differential on the Incident. Prevailing rate employees whose daily tour of duty at the home unit includes a shift differential will continue to receive the differential while assigned to the incident even though the temporary assignment does not include night work. General schedule employees are not entitled to retain night differential pay on the incident.

C. Retaining Sunday Differential on the Incident. Temporary changes in the daily tour of duty do not change the days of an individual's weekly tour of duty. Individuals who are entitled to a Sunday differential during their weekly tour of duty at the home unit retain the Sunday differential while assigned to the incident.

Individuals whose weekly tour of duty does not include Sunday differential may not be paid Sunday differential on the incident.

D. Scheduled Overtime. Both prevailing rate (WG) and general schedule employees (GS), who are regularly compensated for scheduled overtime, lose this entitlement when spot changed to a first 8, 9, or 10 hour daily tour of duty.

12.1-2 - Last Day of the Incident. For pay purposes, the last day of the incident is the last day of actual work or compensable travel connected with the incident.

1. Return during Individual's Weekly Tour of Duty. If the last day of the incident is part of the individual's weekly tour of duty, and the emergency work or travel is completed before the daily tour of duty requirement is met, the individual is expected to return to his or her regular work assignment to complete the daily tour of duty.

The supervisor may release the individual for the remaining daily tour of duty for that workday if it is in the best interest of the unit or the individual's health and safety. This time will be recorded as base hours and charged to the appropriate incident account unless the home unit requires the base hours to be charged to the home unit account.

2. Return outside Individual's Weekly Tour of Duty. If the last day of the incident is not part of the individual's weekly tour of duty, the individual is compensated only for those hours in actual work or compensable travel as defined in Section 12.3-7. Compensation will be under Title 5 U.S.C. or FLSA as appropriate.
3. Tour of Duty on the Last Day of the Incident. Any amount of recorded and compensable time on the incident requires the entire last day be completed on the nonstandard first 8, 9, or 10 hour daily tour of duty. This applies even though regular or non-emergency duties are resumed.

The individual returns to the regularly scheduled daily tour of duty on the next work day after emergency work or return travel. (See Spot Change, Section 12.1-1 and 1-2.)