



IMT Exercises “Refusal of Risk”

FACILITATED LEARNING ANALYSIS

USDA FOREST SERVICE

PACIFIC NORTHWEST REGION 6

2019



Table of Contents

“We are at an Impasse”	3
Participants (names are fictitious)	4
The Fire	5
Delegation of Authority (DOA) and Leader’s Intent	5
Roles and Responsibilities (Who, What, Where and Why?).....	6
Incident Commander’s Leader’s Intent	7
First Attempts at Compromise.....	7
Unacceptable Risk?	7
Ratcheting Up the Alarm.....	8
Closed Camp?.....	9
Closeout	10
Refusal of Risk	11
Lessons Learned from Participants	11
Forest Supervisor – Megan	11
Deputy Forest Supervisor – Blake	12
Zone Fire Management Officer.....	12
Union Representative	12
Incident Commander - Austin	12
Incident Commander Trainee	13
Team Safety Officer	13
Regional Fire Operations	13
Agency Representative – Sarah	13
Agency Representative - Karen.....	13
Agency Representative – from the other Forest	13
Incident Business Advisor	13
Specific conditions and influences (cultural, organizational, systemic as well as environmental) that may have influenced the outcome	14
Conclusion.....	17
FLA Team Members	18

“We are at an Impasse”

Blake (Deputy Forest Supervisor) arrived at fire camp ready to support Incident Commander, Austin. The previous day Austin had asked the Forest to stand with him at morning briefing in support of his desire to keep assigned resources at camp after shift. This was the fifth incident management team (IMT) to manage the fire since its initial start date nearly 2 months ago and none of the other IMTs had brought up this concern. Blake hoped to fully understand the risks as the IMT saw them. He had worked with Austin before and respected his experience. Austin had been the incident commander (IC) of this out of Region Type 3 IMT since 2017 and this wasn't their first fire in Region 6.

For this Region 6 Forest, the last few fire seasons had been long. They had learned some lessons about mitigating cumulative fatigue, and thus implemented an additional R&R day for local resources assigned to the fire and also allowed them to go home at night and sleep in their own beds. Camp crud had been an issue all season and Blake and other leaders appreciated being able to send people home at night. But this team was adamant that driving after shift was an unacceptable risk that could only be mitigated by keeping everyone in camp.

Fire activity had wound down and operations consisted of danger tree mitigation and suppression repair. Many of the people working the fire were local District personnel and local contractors. Blake needed to be able to explain why they would be required to stay at camp when they had been allowed to go home at night for almost two months. He hoped to be able to work with Austin to develop a risk analysis that clearly documented the safety issue. He had already suggested mitigating the concern by shortening the work shift and/or starting morning briefing later. He wondered about the implications to other fires as well as the implications to relationships with local contractors and the union.

In his career, Blake had been taught to come to a contentious meeting alone so it didn't look like he was bringing a posse with him. He had always been successful working through difficult issues using his approach of breaking down the decision into its component parts, then examining how those individual parts influence the decision. Earlier discussions hadn't resulted in agreement so he had emailed Austin a list of discussion items he still needed clarity on—hoping this would help guide their discussion.

The meeting occurred late in the day on September 14 in a small, crowded cabin with Blake, Austin, the IMT Safety Officer, the IMT Operations Section Chief, and the IMT Human Resources Specialist. Blake felt he had to help the IMT articulate the components of their decision because he wasn't getting it from them: “I want to support your decision Austin, but in order to do that I need to explain that decision to my employees, to our contractors, and to the union.”

Austin was frustrated because he thought enough discussion had already occurred over the course of the 7 days they had already been on the fire. “I'm trying to increase and improve safety and you're trying to tell me that locals and contractors like to feel they have a choice. Fire is not a democracy, and there are people assigned to this incident to make

“I want to support your decision Austin, but in order to do that I need to explain that decision to my employees, to our contractors, and to the union.”

-Deputy Forest Supervisor

safety decisions for others.
Compromising our safety values is something we will not do.”

The Safety Officer stepped in voicing his concern about outside pressures unduly influencing Blake’s ability to support the IMT. He believed the Forest had chosen Blake as the negotiator specifically because he and Blake are related (by marriage), and not because he was the agency

representative (AREP). Blake took offense to the remarks and briefly lost his composure. He felt “they set up a dynamic where if you didn’t agree with their safety concern, then you were in favor of someone getting hurt.”

The conversation abruptly ended when Austin said “we are at an impasse. Maybe we’re not the team for you. I’ll give you 48 hours to transfer command to a new team.” Blake left the cabin, upset at the situation. He felt surrounded and unable to come to an agreement with someone he knew, respected, and liked. “I couldn’t lead us out of this!” Adding to his frustration, Austin had questioned his authority as AREP, saying that he was not a signature on the delegation.

Megan, the Forest Supervisor, called Austin to try to work things out, but it was clear to her he was resolute in leaving. “Everyone has their own threshold for when they think things are done, and I knew he was done,” she said.

Austin’s team’s last shift was on September 16. A new Type 3 IMT took command of the fire on September 17. During the in-brief with the new team, Austin wanted to make clear that his IMT had not timed out, but this was “a refusal for risk and safety. I wanted to make sure the new IC and his trainee were aware of that.” Several days later, Austin followed up with a SAFENET documenting the incident.

Why did this situation happen? Both the local unit and the IMT were clearly passionate about safety. Could a compromise have been reached that honored both the IMT’s safety values and management’s practice of allowing resources to go home at night? What lessons can be learned from this situation? A Facilitated Learning Analysis (FLA) Team was convened to review the incident and to answer these questions.

Participants (names are fictitious)

In order to tell this story and elicit lessons learned, the FLA Team spoke with the following individuals:

From the Forest

Forest Supervisor and Agency Administrator– Megan

Deputy Forest Supervisor and Agency Representative – Blake

Zone Fire Management Officer

Fire Staff Officer

District Ranger and Agency Representative – Sarah

“Fire is not a democracy, and there are people assigned to this incident to make safety decisions for others.

Compromising our safety values is something we will not do.”

-Incident Commander

District Ranger and Agency Representative – Karen

District Ranger and Agency Representative – from the other Forest

Union Representative

From the Incident Management Team

Incident Commander – Austin

Incident Commander Trainee

IMT Safety Officer

Others

Regional Fire Operations

Incident Business Advisor

Contracting Officer

The Fire

The 2018 fire season had no true start date. For many in the firefighting community, the end of the 2016 season (severe fires in the southeast U.S.) rolled straight into the 2017 fire season. In 2017 many people were fighting fires in California through December. The 2018 season began early, and many IMTs had seen several assignments over the last two years. The Forest had multiple fires of their own, hosted several IMTs over the last few years, and sent their own resources out to help the fire situation nationally. “By the time the 2018 fire season kicked off,” said Megan, the Forest Supervisor and Agency Administrator, “we still didn’t feel rested and refreshed from the year before.”

“By the time the 2018 fire season kicked off we still didn’t feel rested and refreshed from the year before.”
– Forest Supervisor

On July 15, 2018, lightning started a complex of fires on the divide between this and the neighboring Forest. Early on, Megan’s Forest took the lead in managing the complex. Over the life of the incident, it saw one Type 2 Team, two Type 1 Teams, and three Type 3 Teams (in that order). Austin’s IMT was the second Type 3 Team to take command. By this time, fire behavior had moderated and danger tree mitigation and suppression repair were the main focus of their efforts.

Delegation of Authority (DOA) and Leader’s Intent

The Delegation of Authority was one page and signed by both Forest Supervisors. It included the statement “You will also be responsible to carry out our Leader’s Intent and expectations as well as further additions/modifications.” The Leader’s Intent listed Forest Supervisors from both Forests as agency administrators (AA) and Blake, the Deputy Forest Supervisor, along with three district rangers, as agency administrator representatives (AREP).

Austin, the Incident Commander, was given a copy of these documents at the in-briefing. The Leader’s Intent document spelled out the Forests’ expectations for managing the fire over 12 pages. Austin asked for time to review it with his team before signing. He was concerned with

the amount of detail in the document, likening it to “the kitchen sink,” and specifically the language about “further additions/modifications.” AAs, unaware of Austin’s concern about the length of the document, admired his thoroughness and agreed to his request.

Roles and Responsibilities (Who, What, Where and Why?)

During the fire, the Forest Supervisor and Deputy managed turnover in various positions. According to Megan, “we had a fairly new crop of rangers” who needed experience managing fire. To avoid confusion, they developed a calendar for AA and AREP coverage and shared this with Austin. Despite these efforts, rotating AAs and AREPs continued to be a concern for Austin’s IMT.

Karen was a brand new Ranger on the District when the fire started in mid-July. She was not yet qualified to serve as an AA so Blake was assigned and stayed throughout the first two IMTs. When Blake was called away for other priorities in the Region, qualified AAs were brought in from out of the area to coach Karen through the next two IMTs. Shortly before Austin’s team arrived, Karen left on bereavement leave because her mother passed away.

Sarah is the Ranger on another District and has been in her position a couple of years. She was new to the AREP role and not yet qualified at the working level for AA¹. When Karen left for bereavement, Sarah covered for her. Megan and Sarah both attended the in-brief for Austin’s IMT, Megan as the AA, and Sarah as her AREP.

At the in-brief, Sarah noticed how large the new IMT was and how confident they seemed. Megan mentioned she felt comfortable with the IMT because they spoke a lot about safety.

Right away, Austin spoke with Sarah about his concern for Karen serving as AREP so soon after losing her mother. He asked Megan to leave Sarah in place for consistency. Megan knew Karen was returning in a couple of days and she needed Sarah to return to her unit to complete priority work for the Forest. She also felt strongly about Karen serving as AREP for her own District, thus she denied Austin’s request. Although Megan believed Austin was not happy with her decision, she felt he accepted it.

The IC Trainee was on his last assignment as a trainee and Austin made it clear to Sarah that she should work directly with him for the experience. Sarah tried to do as Austin asked, but quickly realized that Austin wanted more direct contact than she was led to believe. She didn’t feel the trainee was empowered to make decisions. According to the trainee, he was running the incident but it was Austin’s role to interact with the AA and AREPs.

When Sarah returned home, Karen resumed her role as AREP. After a few days she left for her mother’s funeral and the AREP from the other Forest covered responsibilities for both Forests.

The Zone Fire Management Officer (ZFMO) had been on R&R when Austin’s IMT in-briefed. He was on the Forest during the 2017 fire season and throughout the previous four teams on this fire. The ZFMO routinely assigns his local initial attack forces (IA) to the incident along with initial attack responsibility for the District. He acknowledged this way of doing business may be new to some IMTs but believes this provides an excellent training opportunity for his folks while simultaneously helping the team.

¹ AAs need to be certified at the working level to oversee an incident of this complexity (have attended the requisite training classes and attained a minimum level of experience).

Incident Commander's Leader's Intent

IC Austin is very up front in laying out his expectations at the beginning of every assignment. He strikes others as someone who is compassionate about working efficiently, ensuring taxpayer dollars are spent wisely, and most importantly, ensuring public and firefighter safety.

At his first morning briefing, Austin made clear his Leader's Intent for "zero tolerance" regarding harassment, drugs, and alcohol. He emphasized the importance of using the caterer and shower assigned to the incident. "We work, live, and sleep here together."

Firefighters assigned to this incident would be expected to stay in camp after their shift.

Some elements of Austin's Leader's Intent took the ZFMO by surprise; he had not been consulted on this sudden change in operating norms. Up to now, the camp had been open and firefighters were not restricted to fire camp. Up to this point, the District's local resources (four engines, a 20-person crew, and resource advisors) had been reporting to camp for morning briefing and returning to station every night. Many local contractors also drove home after shift. The ZFMO brought his concerns to Sarah, who was still serving as AREP at that time.

First Attempts at Compromise

At the in-brief, Austin's team had been alerted to dangers associated with driving (deer, logging traffic, and hunting occurring on the narrow and winding roads). Fire camp was located about six miles west of the Ranger Station. Austin was aware of employees driving after shift and he wanted to eliminate that unnecessary risk.

Wishing to respond to Austin's concern, Sarah and the ZFMO worked with Austin to develop some language amending the Leader's Intent document. Sarah believed the new language would eliminate Austin's liability for Forest employees driving after shift, and thus should alleviate his concern. Sarah and the ZFMO purposefully left the language vague, allowing AAs the flexibility to make decisions on a case-by-case basis. Although Austin had reservations, it seemed a compromise had been made. He had a list of exempted employees and over the next few days, ironed out an acceptable check-in/check-out protocol with the ZFMO.

Unacceptable Risk?

On the fourth shift, Austin and his Safety Officer noticed "an enormous amount of vehicles coming through the gate" before morning briefing. Austin documents in his SAFENET that "as many as 50-60 additional contractors from fire camp and spike camp were in fact travelling both ways to and from the fire, and a handful were travelling as much as 2 hours each way, and in the dark." This confirmed his initial apprehension about agreeing to the language in the Leader's Intent which he suspected might open the door to others wanting to leave camp. He

Delegation of Authority Leader's Intent Statement on local personnel:

"The Agency Administrator/Agency Administrator Rep may authorize local personnel which are assigned to the fire and who live nearby, to not stay in fire camp overnight. This will be done when it is determined to be in the best interest of the agency. These individuals will check in at the beginning of their shift, and out at the end of their shift. Once checked out they are no longer the responsibility of the IMT."

felt the situation was out of control and he needed to eliminate this unnecessary risk right away.

Austin contacted the Contracting Officer to see what his options were regarding contracted resources that were not staying in camp. He was told he could require contractors to stay in camp and if they refused they could be released from the incident. A new order could be placed including the stipulation that they would remain overnight (RON) in camp.

At the next morning briefing, Austin reiterated his expectation about staying in camp². He referred to the death of a dozer operator who had been driving to morning briefing just two days earlier in California. “I could clearly see that was not landing with the crowd. I was concerned about unnecessary risk and the severe to catastrophic potential outcome.” In his estimation, there was no acceptable mitigation for driving to and from home after shift.

[Note: At the time, the Contracting Officer believed Austin was planning to declare a closed camp and later advised the Forest they could not require contractors to stay in camp unless camp was officially declared closed.]

Ratcheting Up the Alarm

Austin thought he was being open and honest from the moment he arrived but felt undermined by the District leadership including the ZFMO whom he believed was encouraging employees and contractors to file complaints with the union. Austin was under the impression that several of the contractors on the incident had previously been released for cause. He was disappointed the Forest had not briefed him on this and thought this may have contributed to contractors and others not taking him seriously about staying in camp³.

The AA and AREPs began noticing increased security at fire camp, with security personnel using radar to enforce the posted speed limit. Forest Supervisor Megan and the Fire Staff Officer were themselves flagged down by an “unfriendly” ranger, who explained to them the speed limit was 10 mph. “I thought it was unnecessary to have that kind of security,” notes Megan. Not long after, reports started surfacing about camp security personnel taking license plates and names. Contractors and administratively determined employees (ADs) began voicing fears they would be demobed if they failed to spend the night at camp or were caught violating the speed limit. “I felt the team was harassing our employees and contractors,” said District Ranger and Agency Representative Karen.

A few days after Deputy Forest Supervisor Blake returned from a 10-day absence, he received a call from the AREP who was covering while Karen was out. He outlined a litany of “quickly escalating” concerns, including:

- Law enforcement checking in vehicles to the fire camp;
- Contractors raising concerns about being restricted to camp;
- Potential union involvement, including impending grievances; and

² This was not explained at briefing, but Austin made sure to let the ZFMO know that this did not apply to previously-exempt employees.

³ When asked by the FLA Team, other interview participants had not heard of mass demobilizations occurring earlier in the incident. The Contracting Officer was not aware of any mass demob of contractors earlier in the incident.

- Potential demobilization of contractors not sleeping in camp, and of those not adhering to the 10-mph speed limit.

About the same time Blake was reviewing the email documenting the AREPs concerns he received a call from the Union Representative. She had begun receiving complaints from employees who were told they must stay or they could choose to demob. She wanted to discuss potential remedies including 24-hour pay for employees not allowed to leave camp. She cited the *Union Master Agreement, Article 28: Fire and Other Incidents, Section 3. Restricted Facilities*, which states: “Management will not restrict employees to facilities while in non-pay status.”⁴

All of this ratcheted up the alarm for Blake, so he called Austin and arranged a meeting to discuss these concerns.

Closed Camp?

Later that afternoon, Blake and the Fire Staff Officer met with Austin at fire camp. The Fire Staff Officer believed the team was operating a “closed camp” and wanted it to be clear. Austin rejected that characterization of how he was running his camp, and declined to declare it “closed,” saying “it has a negative connotation and there’s a stigma associated with ‘closed camp.’ ” He wanted to be responsible with the tax payers’ dollars and felt the resources assigned to the incident should be making use of the caterer, shower etc. available to them. He was only trying to meet the Leader’s Intent he had been given which stated: “Overall, our expectation is that while managing these incidents the lives of the incident responders and the public will always be your first priority.”

Another item in the Leader’s Intent that Austin was concerned about meeting included “Manage the human resources assigned to the fire in a manner that...creates a ‘no tolerance’ atmosphere for harassment, alcohol, or illegal drug use.” Austin knew the State of Oregon had legalized recreational use of marijuana. He and the IMT Safety Officer both worried about how to assess fitness for duty if people were allowed to go home where they could use marijuana and drink alcohol. “I cannot uphold my delegation responsibility for a zero-tolerance fire, when I don’t know what sort of after-hours alcohol and drug consumption was taking place.”

⁴ IC Austin didn’t think the Union Master Agreement article was meant to apply to fires and cited the *Interagency Incident Business Management Handbook* page 10-12, lines 7 through 11 which state: “At the IC’s 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.’ ”

RED BOOK RISK MANAGEMENT PROTOCOL

The *Interagency Standards for Fire and Fire Aviation Operations Handbook* (Red Book) *Risk Management Protocol* includes several itemized bullets under this heading, including:

- Complete an incident risk assessment.
This was done on a daily basis and documented on the 215-A.
- Complete a risk analysis, consider alternatives.
A specific risk analysis regarding off-shift driving was discussed but not documented.
- Conduct risk sharing dialogue: Engage appropriate senior line officers...regarding the potential decision aimed at obtaining understanding, acceptance, and support for the alternatives and likely decision.
This was attempted several times by AA’s and AREP’s and the IC. There was no agreement reached here.

“More than twice I heard them make assumptions about what people are doing off duty,” said Deputy Forest Supervisor Blake. “I choose to believe that people tuck their kids in at night, connect with their spouse, pay bills, and get some rest.” Blake felt the IMT was coming from a place of mistrust of his employees based on the assumption they would be using marijuana and drinking alcohol after shift. He did not share that concern.

On the drive back from camp, Blake was still trying to make sense of the IMT’s concern. When he got home he wrote-up the main components of what he thought he heard from Austin. He knew he was going back to fire camp tomorrow, so he resolved to send Austin an email with his thoughts so Austin would not be surprised.

“You need to trust us to take care of our own people. We know them, see them every day and we normally take care of them.”

-AREP

The next day’s meeting started much later than originally planned because Austin had a severe case of camp crud and went to a nearby clinic for treatment. When he finally returned to camp, Austin read Blake’s email and then texted him to see if he wanted to talk before the evening planning meeting. That is where this story begins.

Closeout

Participants in this FLA described this as the most awkward and tense closeout they’ve ever attended. Neither the IMT nor the Forest were happy with the way things ended. The Executive Summary circulated by the team at the closeout specifically stated that Blake was “not designated on the DOA.” Megan and Blake believed that was inaccurate and requested changes. Blake was listed as agency administrator representative (AREP) on the Leader’s Intent document, which is part of the DOA. Austin remembers Megan specifically asking him to replace all references to Blake with her name. But he felt that was a misrepresentation of the facts and ultimately stood by the original Executive Summary.

IMT members felt they were being honest about the situation and tried to represent it as they saw it. Austin said the Forest would not allow him to uphold “Life-First” principles.

Megan felt the IMT’s adherence to their tactics and rules overshadowed meeting their incident objectives. She knew Blake had tried coming to an understanding with Austin regarding safety. She felt the team never brought forward mitigations of their own and never truly considered mitigations offered by the Forest.

STATEMENT FROM THE TEAM’S EXECUTIVE SUMMARY:

“The team was unable to gain support from the Forest and District to require all assigned personnel to remain in one of the two camps overnight. This made it difficult to assure that the work/rest rules were being followed. It also made it impossible to ensure that personnel leaving camp for the night were abstaining from alcohol and drug use after shift. Therefore, we could not confirm that all resources were fit for duty each operational period.”

UNION MASTER AGREEMENT, ARTICLE 28: FIRE AND OTHER INCIDENTS, SECTION 3. RESTRICTED FACILITIES:

“Management will not restrict employees to facilities while in non-pay status.”

Blake feels like he let Austin and the IMT Safety Officer down, but he was doing his due diligence in trying to understand their point of view while accurately characterizing it for those who would be impacted. He couldn't live with just blindly supporting the team when he felt the team's concerns could be mitigated. "It just didn't have to be a zero-sum game." He also felt disrespected by Austin and the Safety Officer not recognizing him as AA. "The thing that stung the most," he notes, "was how I was treated by people I respect."

Refusal of Risk

Blake remembers Austin very deliberately saying "this is a right and proper refusal for risk." Blake didn't see it as such, and thus didn't give that statement a lot of thought. He knew he had 48 hours to get a new team in and that is where his focus was. Austin states that the incoming IMT was unaware that his team had exercised "refusal of risk" as outlined in the Incident Response Pocket Guide (IRPG). AAs were, however, very explicit with the new IMT about the issues Austin's team had brought up—though Blake doesn't remember telling them, or knowing that he needed to state that the previous IMT had exercised "refusal of risk".

After returning home, Austin pondered for ten days over what he would put in a SAFENET before putting pen to paper. He took two days to complete the draft before sending it to his Command & General Staff to review. He viewed the SAFENET as the final step in following the refusal of risk.

The ZFMO felt personally attacked in the SAFENET and did not feel it was accurate. He didn't feel comfortable having conversations with Austin and intentionally routed his concerns through the AREP because it was so contentious.

The Fire Staff Officer questioned the appropriateness of calling this a "refusal of risk." She did not believe the team made any attempt to identify alternatives that would have mitigated the concern as identified in the *IRPG, How to Properly Refuse Risk* (p. 19).

Sarah felt the SAFENET did not accurately portray her part in the way things went. "I said, 'I want to support you in your delegation, Austin. I want you to feel supported and be successful.' As the AREP, I needed him to be successful." She believed the IMT's concern was broader than what had been delegated to them, especially when resources were off-shift.

Blake felt he was misquoted in the SAFENET. He remembers being very careful with his words and saying "The story that is likely to come out of this is that the Forest doesn't care about firefighter safety. I want you all to know that is not the case!"

Lessons Learned from Participants

Forest Supervisor – Megan

- During highly complex operations there are seldom questions about the type of IMT needed to manage the incident. When operations are less complex than the logistics and finance scope of work, maybe a Type 3 organization isn't appropriate to the incident.
- Carefully consider what goes into the Leader's Intent. Use open dialogue and joint problem solving.

- Other leaders in our organization probably had some information that would have alerted me to the need to spend more time with the IC. Try to find time to group-up and talk about what we all are seeing on a regular basis.
- Understand that different types of leaders interpret the same information in different ways.

Deputy Forest Supervisor – Blake

- When you know you may be engaging in a heated conversation, bring a neutral third party to gauge the tenor and call a “time out” to help keep things civil and respectful.
- Woods-working communities work early and come home late; it is important to understand that when employing them as contractors.
- Find ways to work through a perceived impasse to make sound decisions that support assigned resources and provide for the overall well-being of those assigned to the incident.
- Understand that sometimes emails, texts, and phone calls can be interpreted in unintended ways; sometimes a face-to-face conversation is the best way to communicate clear intent and direction.
- When contracting, be more aware of how doing so contributes to the complexity of deciding between open and closed camps.
- Recognize when a shoulder-to-shoulder management style isn’t working with a team and switch to commander mode as necessary.

Zone Fire Management Officer

- Decide early on where you are going to stand on certain issues such as driving home from fire camp. Each situation is different and you have to be flexible.

Union Representative

- Contractors are not considered employees; their recourse is through the Administrative Grievance Process.
- The Union Rep should know how to contact the Contracting Officer, and know what the rules are regarding administrative procedures for contractor’s grievances.
- Union Reps should take the time to introduce themselves to the IC and to make their presence known to the general fire community.
- When employing a high number of contractors, having someone from contracting assigned may help.

Incident Commander - Austin

- Try to separate out personal and emotional stuff. “Being professional, courteous, and present goes a long way towards fostering success.”
- Have robust in-person conversations to resolve issues, as opposed to relying on emails, text messages, and phone calls.
- Clarify and condense the DOA and Leader’s Intent; streamline them to get away from the “kitchen sink” approach. Use this FLA as an opportunity to re-engage with what is truly necessary in these documents, both for the host unit and for teams managing the incident.

Incident Commander Trainee

- Our Region doesn't have nearly as many contractors as Region 6. A better understanding of what can and can't be asked of contractors would be helpful for teams managing fires in Region 6. It may be necessary to talk with Contracting Officers about these things more often.
- The team managing the incident needs to make it clear through a declaration whether the camp is open or closed.

Team Safety Officer

- During transition, find out what the previous team's policies were. If they're running a closed camp make sure you know. If it's a new fire, make sure you know what's in the DOA.

Regional Fire Operations

- Flexibility is key when making safety decisions, there are no hard and fast rules when mitigation is an option.
- We need to ask ourselves why do people not want to stay at fire camp. Is there a way to make this environment better?
- Make sure to monitor people. If they show up for duty unfit then take action. Fitness for duty and closed camp are two separate things; you can't assume people are going to do bad things.

Agency Representative – Sarah

- Be familiar with what's been agreed to in the DOA and how that is being carried out by the team.
- Become familiar with and understand union regulations.
- When coming into a new situation, you can seek understanding or you can start pointing fingers and blaming others.

Agency Representative - Karen

- When you do the in-brief, talk about the operating norms we've been working under to this point, and whether they've been successful or not. Talk about where you would like to be, and how you would treat local resources.
- Consider allowing one additional R&R day between fire assignments to manage fatigue.

Agency Representative – from the other Forest

- When in-briefing a new team, discuss operational norms up to that point, including whether the camp has been open or closed.

Incident Business Advisor

- There are contradictions in the Interagency Incident Business Management Handbook (IIBMH) that need to be addressed.

- Elevate questions about closing camp to the national level so we (IBAs) can provide clarity to the wildland fire community.

Specific conditions and influences (cultural, organizational, systemic as well as environmental) that may have influenced the outcome

The FLA Team observed several components of this incident that may have been influenced by cultural conditions and assumptions. Many of those conditions and assumptions are sprinkled through this FLA narrative and help tell the story. Because of their role in contributing to some of the barriers between the IMT and the Forest, they are reiterated in the discussion below.

Leadership styles clash: Two very different leadership styles were at play in this situation. Leaders on this Forest expressed a preference for “leading from the side” that was at odds with the IMT’s direct “command and control” style.

Different interpretations of the leader’s intent: Agency Administrators felt they were being very clear in the Leader’s Intent. It was one document agreed to by three different agencies and Forest Supervisor Megan was relieved the team wasn’t having to interpret three different documents. She saw the request by the team for more time to review as “they were being very thorough”. District Ranger and Agency Representative Sarah engaged in much discussion with the IMT about the Leader’s Intent and also viewed that as confirmation that they were being thorough. However, for the IMT, it was just too much information and led to many more questions.

IC Austin felt a strong sense of liability for local employees and contractors for when they were off-shift. To Sarah, that seemed to be out of proportion with the delegated authority. When Deputy Forest Supervisor Blake tried to negotiate some flexibility for local employees and contractors, Austin viewed that as a transfer of his liability without his consent. The Executive Summary circulated by the team at the closeout specifically states:

“It was observed that as many as 60+ fire personnel were traveling home daily (as much as 2 hours each way), against the direction given by the IC on 9/8/16 [sic]...Deputy Forest Supervisor Blake (not designated on the DOA) made repeated requests to the IC to negotiate with the contracted fire resources on their ‘choice’ to drive to and from the incident daily. This compromise affected our ability to provide for firefighter safety, breached the DOA, and transferred the Incident Commander’s liability without consent. Because of this impasse, on 9/14/18 at 1717 hours, the IC requested the IMT be demob[ed] within 48 hrs. This is a proper refusal for risk and safety.”

From District Ranger and Agency Representative Karen’s perspective, “locals needed to be able to go home and see their family and sleep in their own bed.”

The IMT and AAs still had different perspectives on liability even after agreeing to the new language in the Leader’s Intent. The IMT believed they had liability for employees for the drive from the fire camp to their end of shift location (presumably the District office), while the Forest believed they had relieved the IMT of the responsibility for that drive.

Trust: Assumptions about off-duty activities were a consistent theme in the IMT’s communications with the Forest. Austin’s Executive Summary states the Forest “made it impossible to ensure that personnel leaving camp for the night were abstaining from alcohol

and drug use after shift. Therefore, we could not confirm that all resources were fit for duty each operational period.” Austin and the IMT Safety Officer also mentioned several times their concern that firefighters would be using marijuana off-shift because the State of Oregon had made its recreational use legal.

AAs were not concerned about this. They work with these contractors and these employees on a regular basis. Some contractors are also cooperators, including volunteer fire chiefs and timber sale operators. They have a level of trust with these employees, cooperators and contractors, and were offended at the IMT’s mistrust of them. Sarah remembers telling Austin “You need to trust us to take care of our own people. We know them, see them every day, and we normally take care of them.”

To clarify, anybody employed in wildland firefighting is working for the federal government, and thus must follow Federal laws and policies prohibiting marijuana use. A 2015 memorandum from the Director of the Office of Personnel Management states:

“Federal law on marijuana remains unchanged...Executive Order 12654, Drug-Free Federal Workplace, mandates that (a) Federal employees are required to refrain from the use of illegal drugs; (b) the use of illegal drugs by Federal employees, whether on or off duty, is contrary to the efficiency of the service; and (c) persons who use illegal drugs are not suitable for Federal employment.”

To be clear, the Federal Government has not legalized marijuana.

It is the contractor’s responsibility to ensure their employees adhere to incident behavior clauses in both the Virtual Incident Procurement (VIPR) (D.19.1 – Incident Behavior) and Emergency Equipment Rental Agreement (EERA) (9.1 – Incident Behavior) contracts. The language is the same:

“Non-prescription and Federally unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident.”

As Regional Fire Operations stated, fitness for duty and closed camp are separate issues.

Cultural influences: Several unique cultural influences are at play. The Forest is accustomed to managing long-term fires, they understand a single AA or AREP isn’t going to be able to manage the same incident for months at a time. IC Austin wanted consistency for the length of his assignment. Local employees assigned as resource advisors⁵ often support the fires and have traditionally worked directly with their AA to determine the appropriateness of staying at camp or not.

“Woods-working communities work early and come home late; it is important to understand that when employing them as contractors.”

-Deputy Forest Supervisor

⁵ Resource advisors work directly for the AA and not the IMT.

The Forest has a unique way of utilizing local fire crews during long-duration incidents. The ZFMO assigns initial attack responsibility to the IMT along with all of his local initial attack forces. This allows the local IA resources to gain experience they wouldn't otherwise receive. Local IA forces have traditionally been allowed to return to quarters at the end of shift and return the next day for morning briefing. The ZFMO acknowledged this way of doing business may be new to some IMTs.

The Pacific Northwest is unique in its reliance on contractors. This Forest believes in treating contractors as their own. If contractors are sent to the hospital "we send a hospital liaison to sit with the contractor until someone else arrives just to let them know we care" notes the Fire Staff Officer. This may not be the case in areas where far fewer contractors work side-by-side with agency personnel.

Conflicting direction: The FLA Team found several instances of conflicting direction which likely contributed to how events unfolded.

The USFS Line Officer Desk Guide for Fire Program Management states the AA should "Establish Forest and incident policy on ...open vs. closed camps" during the in-briefing. The Interagency Incident Business Management Handbook (IIBMH) states the IC has discretion to close camp. These two documents could be interpreted differently. The FLA Team could find no official policy outlining when it is appropriate to declare a closed camp. And those two documents provided enough confusion to cause tension. For example, no direction exists for conducting a risk analysis, or using a matrix or checklist that would help a decision-maker evaluate the circumstances. Additionally, the USFS Union Master Agreement states that "Management will not restrict employees to facilities while in non-pay status." In this instance, a fire camp is considered a facility.

The Contracting Officer gave advice to the IMT based on his assumption that IC Austin was currently running a closed camp. In fact, Austin was unwilling to declare it closed because of the negative connotation and stigma associated with closed camps. He also cited the inconsistency of requiring contractors to stay while agency employees were allowed to return home at night.

Different agencies play into this, too. While USFS policy allows the IC discretion in declaring a closed camp as described above, the Oregon Department of Forestry (ODF) and Alaska Division of Forestry policy is to avoid the use of closed camps. The Washington Department of Natural Resources (WA-DNR) policy is to compensate employees in a closed camp with 24/hour pay. All agencies require a different level of justification and documentation. A comparison of the different policies can be found at <https://www.fs.fed.us/r6/fire/incident-business/documents/40-current-AgencySpecificClarifications.pdf>.

The FLA Team observed that some members of the IMT believed that all camps are closed unless declared otherwise, while AAs believed all camps are open unless declared closed. By virtue of agreeing to the language compromise in the Leader's Intent, all parties are basically agreeing that camp is closed without actually stating that.

Different levels of understanding regarding refusal of risk: Risk refusal typically occurs in the operational environment and AAs don't usually deal with these issues. When Austin exercised refusal of risk, Blake didn't know that he needed to follow the protocol in the IRPG. The FLA Team could find no training for AAs about handling "refusal of risk". Per the IRPG "If the supervisor asks another resource to perform the assignment, they are responsible to inform the new resource that the assignment was turned down and the reasons why it was turned down."

The Fire Staff Officer didn't attend the last meeting where this occurred and was surprised when Austin's team talked about this during the in-brief with the new team, "It was the first time I heard 'refusal of risk' from Austin's team."

Stress, fatigue and illness: Regional employees who visited camp for various reasons remarked on how bad the camp crud was at the incident and specifically mentioned that Austin was very ill. Blake was also quite fatigued and had been dealing with a long fire season combined with family emergencies. It is quite possible that stress, fatigue and illness played a role in how events played out.

Communication: Austin felt he was being open and honest from the moment he arrived but felt undermined by the District leadership, including the ZFMO. He also felt he was not given the entire story as he had heard that several of the contractors working on the fire had previously been demobed for cause but were later rehired on the incident. He believed this may have led to contractors not taking him seriously about staying in camp.

AAs felt they were meeting the IMT half-way but the IMT wasn't willing to meet them half-way. There was a line in the sand and the unquestioning command of the IC was a concern to them.

Conclusion

The intent of this FLA is to examine the complete context of the situation as it developed, providing space for the perspectives of all parties involved, in order to promote mutual learning. In the future, should you find yourself in a similar situation, perhaps the lessons shared by participants in this story will help you work through disagreements and come to a mutual understanding.

How to Properly Refuse Risk (IRPG, p. 19)

The turn down of an assignment may be based on an assessment of risks and the ability of the individual or organization to control those risks. Individuals may turn down an assignment as unsafe when:

1. *There is a violation of safe work practices.*
 2. *Environmental conditions make the work unsafe.*
 3. *They lack the necessary qualifications or experience.*
 4. *Defective equipment is being used.*
- *The individual directly informs their supervisor they are turning down the assignment as given. Use the criteria outline in the Risk Management Process (Firefighting Orders, Watch Out Situations, etc.) to document the turn down.*
 - *The supervisor notifies the Safety Officer immediately upon being informed of the turn down. If there is no Safety Officer, the appropriate Section Chief or the Incident Commander should be notified. This provides accountability for decisions and initiates communication of safety concerns within the incident organization.*
 - *If the supervisor asks another resource to perform the assignment, they are responsible to inform the new resource that the assignment was turned down and the reasons why it was turned down.*
 - *If an unresolved safety hazard exists or an unsafe act was committed, the individual should also document the turn down by submitting a SAFENET (ground hazard) or SAFECOM (aviation hazard) form in a timely manner.*
-

FLA Team Members

Stephaney Kerley	Team Leader
Peter Tolosano	Lead Facilitator
Joel Welch	Subject Matter Expert
Brian Lawatch	Writer-Editor