



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**COMMUNICATION WORKERS OF AMERICA, LOCAL 3180**  
**and**  
**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**  
**Wages During Declared Emergency**

**WHEREAS**, the School District of Indian River County (SDIRC) and Communication Workers of America, Local 3180 (CWA) desire to provide fair compensation to Members of the Bargaining Unit (MBUs) during a declared emergency.

“Essential personnel” are defined as MBUs in transportation, food service, IT department, clerical/secretarial, custodians and maintenance personnel who volunteer for storm duties per the process outlined in this MOU. Because we are required by law to serve the County by providing emergency shelters, the District reserves the right to require any or all essential personnel to work if there are not enough volunteers. Seniority and specific skill sets needed will be factors of consideration if any mandatory assignment is made.

WHEREAS, during a declared emergency there are three stages: Pre-event Preparation (Group A), Shelter Operations (Group B) and Post-event Recovery (Group C).

Volunteers will be requested for all groups before the beginning of the declared storm season (before May 15 of every year.) Individuals who sign up are committed through the season, or through November 30 or as of the date of the last storm of the season.

The senior-most volunteer to fill a position will be selected first until all positions are filled.

THEREFORE, the parties agree to the following pay practices during a declared emergency. MBUs who work as directed during a “Declared Emergency” will be compensated as follows:

During a state of emergency or imminent threat of disaster, as declared by the Superintendent of Schools (“Declared Emergency”), the following provisions will be implemented after the declaration of an emergency or imminent threat of disaster as declared in compliance with the provisions contained herein:

**Pre-event Preparation:** Once the Superintendent of Schools issues a “Declaration of Release” and releases all non-essential personnel from duty, all essential personnel in Group “A” will be paid “triple time” (3.0) which includes their regular hourly rate of pay (1.0) plus hazard pay of two times their hourly rate (2.0) for all for hours worked during the period of Pre-event Preparation.

Triple Time (3.0) = Regular hourly rate of pay (1.0) + Hazard Pay (2.0)

**During-event Shelter Operation:** Staff assigned to work in designated shelters (Group B) will be paid “double time” (2.0) which includes their regular hourly rate of pay (1.0) plus one time their hourly rate (1.0) for all hours worked, from time of reporting to a shelter for duty, until being relieved from shelter staffing duty. Sleep/rest time shall not be excluded from total hours worked while in the shelter and it is expected that shelter workers will be on-call to handle emergencies as needed.



Double time (2.0) = Regular Hourly Pay (1.0) + Hourly Rate of Pay (1.0)

Transportation Staff assigned to transport people to and from shelters will be paid their regular hourly rate (1.0) and will receive hazard pay of one time their hourly rate of pay (1.0) for all hours worked during shelter operations.

**Post-event Recovery:** Group C (by the direction of the district) will report for recovery operations to reopen schools and facilities. All MBUs assigned to perform Post-event Recovery duties (Group C) will be paid triple time (3.0) which includes their regular hourly rate of pay (1.0) plus hazard pay of two times their hourly rate (2.0) for all for hours worked during the period of Post-event Recovery.

Triple Time (3.0) = Regular hourly rate of pay (1.0) + Hazard Pay (2.0)

Employees sent home by the Superintendent because of an emergency who are not classified as "Essential Personnel" will receive their regular hourly rate. Upon notice that they are to return to work, CWA employees will be paid their regular hourly rate and any additional pay provided by this MOU will not apply to those CWA employees.

In the event of a Declared Emergency taking place during a weekend, the above established parameters of pay will supersede the 1.5 overtime pay that is stated in the CWA CBA.

**District makeup days:**

In the event the District must make up days by adding to the Academic calendar, should this lengthen the work calendar year of any MBU, they shall be paid their regular rate of pay for all hours worked on those days.

This agreement shall remain in place ongoing from this date, until such time as both parties agree to make revisions.

DATE: October 12, 2023

Scott Bass  
Chief Negotiator, SDIRC

David Betz  
CWA Staff Representative, District 3

Maureen Weisberg  
President, CWA Local 3180



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