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Article 1 Jurisdiction

Central Florida Jobs with Justice (“Employer” or CFJWJ”) recognizes CWA (“ the Union”) as the section 9(a) exclusive bargaining representative of all full-time and regular part-time employees of the Employer, including but not limited to any Green Jobs Consultants, and employees classified as supervisors or leads by the Employer but excluding temporary employees (defined as any employee employed up to their 60 days of employment), confidential and managerial employees as defined by the National Labor Relations Act, directors, and any employees with authority to hire or fire employees or effectively recommend hiring or firing employees. CFJWJ will make every effort to hire permanent jobs.

Article 2 Successorship

This Agreement shall be binding upon the parties hereto and upon their successors and assigns to the extent permitted by law. The Employer shall not merge with another organization, or transfer control of its operations or any part thereof to another organization, without requiring the merging organization or transferee to assume the obligations of this Agreement. The Employer shall give prior notice of the existence of this Agreement and of the terms of this Article to any prospective merging organization or transferee. The Employer shall give notice to the Union of the merger or transfer transaction when the terms of the transaction have been agreed upon.

Article 3 No Strike/Lock Out Clause

1. During the term of this agreement, there shall be no strike or work stoppage by the Union. In addition, there should be no secondary strikes where the Union calls a strike to support a different union.
2. There shall be no lockout by management where management prevents Employee from working in furtherance of its position labor dispute.
3. Employees cannot be disciplined or discharged for refusing to cross the lawful picket line.

Article 4 Joint Management Committee

1. Labor Management Committee: A labor management committee (LMC) will be established for review and discussion of workplace issues related to or outside of the collective bargaining agreement. The purpose of the LMC is to promote communication, problem solving, diversity, and collaboration between CFJWJ staff and management regarding workplace matters and foster a more democratic organization. The LMC shall be empowered to set up subcommittees to investigate and report on issues as agreed to by the parties. The LMC shall not have the authority to amend or modify this Agreement and shall not have the power to restrict management rights recognized in this Agreement in any respect.
2. The LMC will consist of two (2) members of the bargaining unit who will be appointed by the union and two (2) members of CFJWJ management. Members of the committee will be appointed on an annual basis for a one-year term, but any committee member may have an alternate as needed. The parties may invite other participants to an LMC meeting upon mutual agreement.
3. The LMC will meet at least every other month. The LMC can meet more or less frequently as needed, but only as agreed to by the parties. Meetings may take place in person or on video or conference call.
4. CFJWJ management shall establish a Google Drive folder for the purpose of sharing Labor Management Committee documents. In this folder, both parties of the LMC shall keep updated lists of committee members, agendas, and minutes from meetings or subcommittees.
5. The union LMC team and the CFJWJ management LMC team will strive to send proposed agenda items at least one (1) week in advance of the scheduled LMC meeting. Agendas will be shared in the LMC Google Drive folder.
6. As part of the regularly convened meetings of the Committee, the parties will maintain the following standing agenda items:
 - a. Labor-Management Relations Issues
 - b. Diversity & Inclusion
 - c. Budget Updates and Concerns
 - d. Health & Safety Issues

Article 5 Information Furnished to the Union and CFJWJ

1. The Employer shall supply the Union on request with a list containing the following information for each employee:
 - Name
 - Start Date
 - Classification (for example, full-time, part-time)
 - Title
 - Category
 - Job Description
 - Rate of pay, whether hourly or salary and other forms of compensation
 - Work location
 - Date of birth
 - Race or ethnicity, when provided
 - Pronouns, when provided
 - Home address
2. The Employer shall notify the Union within thirty (30) days in writing of:
 - Step-up salary increases paid by name of the employee, individual amount, resulting new salary and effective date.
 - Changes in classification, salary changes by reason thereof, and effective date.
 - Resignations, retirements, deaths and other revisions in the data listed in Section 1 and effective dates.
3. Within one week after the hiring of a new employee, the Employer shall furnish the Union in writing with the data specified in Section 1 for each new employee.
4. The Employer shall supply the Union with full information as to hiring and promotional standards and procedures and any changes.
5. The Employer shall furnish to the employee and to the Union a copy of any criticism, discipline, commendations, appraisal or rating of such employee's performance in the employee's job or any other comment or notation regarding employee simultaneously with its being placed in the employee's personnel file. The employee and/or the Union shall be allowed to place in such a file a response to anything contained therein which such employee and/or the Union deems to be adverse. An employee and/or the Union shall have the right to review the employee's personnel file at a mutually convenient time and upon request shall be provided copies of all material in the employee's file.
6. Notification of Changes: The Union will notify CFJWJ in writing of any changes in its roster of Officers, Representatives, and Stewards, including any alternates, as soon as practicable after such changes are made, but no later than thirty (30) days after such changes are made.

Article 6 Immigrant Rights

1. **Union Notification:** In the event that an issue or inquiry arises involving an employee's immigration status or employment eligibility, the Employer shall promptly notify the employee and the Union, with permission from the employee in writing. The affected employee shall be given a reasonable opportunity to remedy the identified problem before any action is taken. The employee will be permitted reasonable paid time off to attend relevant proceedings or visit pertinent agencies for the purpose of correcting the identified problem. Upon return from leave and remediation of the identified problem, the employee shall return to their former position, without loss of seniority.
2. **Absence for Immigration Proceedings:** Upon notice, employees shall be allowed up to five (5) working days per year with pay during the term of the Collective Bargaining Agreement or request time during work hours to attend to DHS proceedings, USCIS appointments and any other related matters for the employee and the employee's immediate family (parent, spouse, children, and significant other persons). The Employer may request verification of such leave.
3. **Updating information:** The Employer may not discharge or in any manner discriminate, retaliate, or take any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect the change to their lawful name or valid social security number.
4. **Social Security No-Match:** The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union. A no match letter from the Social Security Administration shall not itself constitute a basis for taking adverse employment action against an employee, including firing, laying off, suspending, retaliating, or discriminating against any such employee. The Employer will not require that employees listed on the notice bring in a copy of their Social Security card for the Employer's review, complete a new 1-9 form or provide a new or additional proof of work authorization of immigration status.
5. **Expiration of Documents:** The Employer agrees to treat an employee's period of removal from employment due to the expiration of the employee's work authorization document as a leave of absence without pay for a period of up to ninety (90) calendar days and reinstate the employee to the job without loss of seniority upon receipt of the renewal work authorization document if the employee provides appropriate documentation.

Article 7 Dues Deduction

1. Upon an employee's voluntary written assignment, the Employer shall deduct from the weekly earnings of such employee and pay to the Union not later than the 15th day of each month an amount equal to Union initiation fees, dues, Cwa PAF and assessments. Such amounts shall be deducted from the employee's earnings in accordance with the Union's schedule of rates furnished the Employer by the Union. Such schedule may be amended by the Union at any time. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.
2. The dues deduction assignment shall be made upon the following form:

Deduct Union Membership Dues

Date

I hereby authorize Central Florida Jobs with Justice to deduct each week from any wages then due me all membership dues owed by me to CWA 3018 in accordance with a table of membership dues furnished the Employer by the union, and to pay such membership dues and CWA PAF to the Union. This authorization may be revoked by me in writing upon 30 days 'notice to both Central Florida Jobs with Justice and CWA 3108.

Name

3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with their agreement to collect any monies from their employees as set forth in this Article.

Article 8 Union Activities

1. Bulletin Board: The Employer shall designate a bulletin board in the break room of CFJWJ offices for the Union's exclusive use of providing information to its members. Postings must be authorized by the Union or designated CWA representative. The Union Bulletin Board will be clearly marked as such and will not display information of CFJWJ. Management may notify the Union of any materials that it considers defamatory or otherwise could create liability for the organization and have a discussion and the Union shall remove such materials. Given that the Employer is a section 501 (c)(3) organization, the Bulletin Board shall not be used for posting materials supporting or opposing any candidate for elective public office or for any other partisan political purposes.
2. Access to Facilities: In accordance with applicable policies of CFJWJ regarding facilities and visitors, a representative of CWA shall have access to the facilities of CFJWJ and Bargaining Unit Employees during working hours to: 1) investigate disputes of possible or pending grievances; 2) settle disputes; or (3) address other matters relating to contract administration between the parties. If the CWA representative's visit may involve the need to communicate with non-bargaining unit employees, then, absent emergency circumstances, the CWA representative shall provide the Executive Directors or their designee no less than one full workdays' advance notice of the planned visit.
3. Union Steward/Investigations: The Union may designate one Bargaining Unit Employee as steward in a written communication to the Employer. The steward shall be permitted to investigate a grievance on work time, (no Loss of pay) provided the steward has received approval to do so from the Executive Directors. The steward shall be permitted to use work time in order to be present with and to represent a Bargaining Unit Employee during disciplinary and/or investigatory interviews conducted by the Employer.
4. Grievances: The steward shall be permitted to use work time to attend any grievance hearings, arbitration, labor-management, and other meetings relating to contract administration between the parties that is mutually agreed and scheduled during regular working hours.

Article 9 Hiring, Transfers, Promotions, and Vacancies

Section 1: Posting and recruitment materials. The Employer will post internally and provide the union with a copy of all job postings ten (10) work days before advertising a position externally. All postings for positions shall include: (1) job title; (2) job responsibilities; (3) qualifications; (4) salaries; and (5) if the position is covered by a collective bargaining agreement, a statement to that effect.

Section 2: Internal Candidates. Current employees who wish to apply for an open position shall express their interest in writing to the Employer, sign a limited authorization for the Employer to share the contents of their personnel record with any Hiring Team to the extent needed to assist the Hiring Team in evaluating candidates for the position, and provide the information requested in the posting within the time frame specified in the posting, which shall in no event be less than ten (10) work days after the internal posting. Such current employee candidates will be considered "Internal Candidates." If Internal Candidates meet the minimum qualifications and experience set out for the position, no external candidates will be considered.

Section 3: Hiring Team. It is understood that management retains the right to make hiring decisions in its sole discretion. Without restricting that right, a Hiring Team will be formed to assist in evaluating candidates for each open position in the bargaining unit. The Executive Director shall select the Hiring Team, which may include supervisors, leads, and management personnel, and may also include staff members of the bargaining unit. The Hiring Team shall be involved in reviewing resumes of qualified candidates and participating in interviews with each of the candidates selected for an interview and, also will include a union representative. The Hiring Team shall recommend to the Executive Director the candidate or candidates, if any, that it considers to be best qualified for the position. Members of any Hiring Team will maintain the confidentiality of personal applicant information.

Section 4: External Posting. When positions are posted externally, they shall remain open for applicant submission until the earlier of any of the following: (a) the application deadline has passed, where the application period was at least one month; (b) until a majority of the applicants selected for an interview are a combination of people of color, LGBTQ+ people, working class people, people from marginalized communities, or people with a disability; or (c) upon mutual agreement with the Union.

Section 5: Hiring Decisions. The Employer has the right to make all hiring decisions, and decisions regarding hires, which includes filling vacant positions with internal candidates or filling vacant positions with external candidates, the hiring of external candidates are not subject to the Grievance and Arbitration provisions of this Agreement. When making the decision to promote, transfer, or hire to fill an open position, the Employer may consider such things as the recommendation of the Hiring Team, diversity, seniority, education, job-related knowledge, budget, relevant experience, relevant multilingual abilities, and other job-related skills and experience. Candidates will not be asked for previous salary information, but the Employer and the Union acknowledge that they cannot control whether or not a candidate volunteers it.

Section 6: Promoted Employees — Returning to Previous Position. Employees who are promoted can freely elect to return to their previous position during the 90-day probationary period for their new position with no penalty or prejudice.

Article 10 Outside Employment and Honoraria

1. Honoraria: All honoraria earned by CFJWJ staff while representing Central Florida Jobs with Justice will be given to the organization Central Florida Jobs with Justice. Participation in the national Jobs with Justice Training team or similar training arrangements will not fall under this Article. Those honoraria and expenses for training purposes are the responsibility of the Training Team member.
2. Outside Employment: If an employee feels that circumstances are such that they need to seek outside employment, the second job shall not hinder the employee's performance of work for CFJWJ. Nor shall such outside employment in competition or conflict with CFJWJ's work. Further, the employee shall not use CFJWJ equipment, programs or confidential information learned directly or indirectly through employment at CFJWJ for any purpose besides CFJWJ 's purposes. Outside employment, which conflicts with the performance of the employee's duties may be grounds for progressive discipline up to including termination. Contract work by CFJWJ staff with member organizations is prohibited except under exceptional circumstances and with the approval of the Executive Directors and senior management. Should an employee have secondary employment it shall not be direct conflict with CFJWJ work hours. Any changes regarding availability after regular work hours must be approved by the employee's supervisor.

Article 11 Anti-Discrimination

1. It is agreed that the parties to this Agreement will not discriminate against any employee because of age, sex, perceived or actual race, creed, color, sexual orientation or identification, national origin, religious, mental or physical disability, gender identity or expression, marital status, genetic information, personal appearance including height and weight, familial status, matriculation, political affiliation, status as a victim of an intra-family offense, immigration status, or place of residence, veteran status, legally protected medical condition including pregnancy and child birth family care status, citizenship status. It is further agreed that there shall be no discrimination against an employee for their legal Union activities. Sexual harassment will be considered discrimination under this article.
2. For information about the types of conduct that constitute harassment, please see the "Harassment" section below. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfers. It is the responsibility of every supervisor and employee to conscientiously follow this policy.

Anti-Harassment

CFJWJ is committed to providing employees with a work environment that is free of harassment based on race, color, religion, sex, sexual orientation, gender identity, genetic information, national origin, age, disability, personal appearance, political affiliation, veteran status, immigration status, socio-economic status, union activity, or any other legally protected status. It is the responsibility of all employees of CFJWJ to ensure- that no employee is illegally discriminated against. Harassment of any employee, contractor, intern, temporary employee, or project-funded employee is strictly prohibited.

Harassment Prohibited / Anti-Bullying Policy

Central Florida Jobs with Justice is committed to providing a workplace free of sexual harassment, which includes but is not limited to harassment based on perceived or actual gender, gender identity, pregnancy, childbirth, or related medical conditions, as well as harassment based on such factors as race, color, creed, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care or medical leave status, veteran status, or any other basis protected by law. Central Florida Jobs with Justice strongly disapproves of and will not tolerate harassment of employees by supervisors or co-workers. Similarly, Central Florida Jobs with Justice will not tolerate harassment by its employees or non-employees with whom Central Florida Jobs with Justice employees have a professional relationship, this includes boards, volunteers, interns, vendors, and others. Central Florida Jobs with Justice will also make diligent efforts to prevent and protect employees from harassment by non-employees in the workplace. Central Florida Jobs with Justice is committed to preventing and ending discrimination and harassment even if the conduct has not risen to the level of a violation of law.

Harassment Defined

Harassment may take the form of verbal, physical, or visual conduct related to any of the legally protected bases described above. Such conduct constitutes harassment when: 1. Submission to the conduct is made either an explicit

or implicit condition of employment; 2. Submission or rejection of the conduct is used as the basis for an employment decision; 3. The conduct interferes with an employee's work performance; or 4. The conduct creates an intimidating, hostile, or offensive work environment. Harassment may include, but is not limited to, the following: slurs, jokes, statements, or gestures; assaults; impeding or blocking another's movement or otherwise physically interfering with normal work; and pictures, drawings, or cartoons based upon an employee 's protected status. Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of any gender or sex, towards another person of any gender or sex.

Reporting and Investigating Harassment

Central Florida Jobs with Justice understands that victims of harassment are often embarrassed or reluctant to report acts of harassment for fear of being blamed, concern about being retaliated against, or because it is difficult to discuss sexual matters openly with others. However, no employee or other persons should have to endure harassing conduct, and therefore, Central Florida Jobs with Justice strongly encourages anyone to promptly report any incidents of harassment so that corrective action may be taken. Any incidents of harassment, including work-related harassment by Central Florida Jobs with Justice personnel or any other person, should be reported to your supervisor, the executive director or to one of the Chairpersons of the Board of Directors for investigation and or CWA union representative.

Harassment complaints may be filed using the procedures described in the "Problem Resolution" section of this handbook or through any other formal or informal method. Any employee who receives a complaint or who observes harassing conduct should immediately inform a supervisor, the executive director or the Chair of the Board so that an investigation may be initiated. Every reported complaint of harassment will be investigated thoroughly and promptly and handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

It is important to create more than two independent channels of reporting, one that utilizes the usual levels of management and one that provides an anonymous channel to report harassment, discrimination, and potential whistleblower issues. Typically, the investigation will include the following steps: an interview of the employee who lodged the harassment complaint to obtain complete details regarding the alleged harassment; interviews of anyone who is alleged to have committed the acts of harassment to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged harassment. The Chair of the Board will notify the complainant of the results of the investigation. In addition to notifying Central Florida Jobs with Justice about harassment or retaliation complaints, affected employees and others may also direct their complaints to the Florida Commission on Human Relations which has the authority to conduct investigations of the facts. The deadline for filing complaints with the Florida Commission on Human Relations is 365 days from the date of the alleged unlawful conduct. If the Florida Commission on Human Relations believes that a complaint is valid, the Florida Commission on Human Relations may seek an administrative hearing before the lawsuit in court Florida Commission on Human Relations. Both the Florida Commission on Human Relations and the courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest Florida Commission on Human Relations or by checking the state government listings. The United States Equal Employment Commission (EEOC) has a time limit of 180 days to file complaints but may be extended by state laws.

Retaliation Prohibited

Central Florida Jobs with Justice will not tolerate retaliation against any employee for making a good faith complaint of harassment or for cooperating in an investigation. No adverse action will be taken against any individual for good faith reporting of harassment. Retaliation by any Central Florida Jobs with Justice employee against an individual reporting harassment is an unauthorized violation of Central Florida Jobs with Justice policy and will lead to disciplinary action.

Corrective Action

If harassment or retaliation is established, Central Florida Jobs with Justice will take corrective action that may include, for example: training, referral to counseling, or disciplinary action ranging from verbal or written warnings to termination of employment, or discontinuation of relationships, depending on the circumstances.

Harassment by External Stakeholders or Vendors

Central Florida Jobs with Justice takes seriously any reports of harassment by external parties such as clients, partners, funders, or contractors. Anyone in management who receives such a complaint should advise the Executive Director immediately. Management shall take immediate steps to de-escalate the situation, remove the offender, and safeguard all employees and leaders. In the case of workplace violence, call 911 or institute your community safety practices should your policy be to limit or not engage with law enforcement. Management shall work with the target of the harassment to identify next steps and to determine whether or not law enforcement should be contacted. Management

shall investigate and take appropriate steps to address the situation depending on the severity of the offense. Steps may range from issuing a warning, cancelling service, getting a restraining order, and/or taking legal action.

Article 12 Transgender Inclusion

Introduction

At Central Florida Jobs with Justice (CFJWJ), our team includes employees of varying gender identities and expressions. As an organization dedicated to social and economic justice values, we celebrate communities of all sexualities, sexes, gender identities, and gender expressions. Our policies in this manual aim to create a healthy and safe environment for trans, agender, gender non-conforming, genderqueer, and gender non-binary employees, contractors, and clients.

Privacy

Employees have complete and total discretion over information regarding their gender identity and expression. Transgender, agender, gender non-conforming, genderqueer, and gender non-binary employees will never be forced or pressured to publicly or privately share information about their gender identity or expression with CFJWJ. At any time and for any reason, employees can opt out of answering optional demographic questions related to gender identity and expression.

Private information includes, but is not limited to:

- Sex assigned at birth
- Name given at birth
- Transgender status
- Any decisions regarding gender affirming procedures and hormone therapy

Records and Personnel Files

Employees who wish to change their name and/or pronouns should let their Director and Financial and Operations manager know; the Director and Financial and Operations manager are committed to making any changes within a timely manner (one week) so the employee's gender identity and expression is affirmed. This change will be made on any internal and/or external documents (per the employee's request) including, but not limited to, Staff Contact List, Personnel Files, website, etc.

For compliance reasons, legal names are required on the following documents: Payroll documents, retirement account, onboarding and tax paperwork (W-4, state tax form, I-9), and health insurance documents. In all other cases, all documents will reflect the employee's pronouns and chosen name. When possible, Central Florida Jobs with Justice will include a notation reflecting the employee's chosen name as an a/k/a on these documents.

Transitioning

When and if an employee decides to transition, CFJWJ is committed to affirming the employee's gender. Employees have the option to develop a Transition Plan with their manager, the Director or Financial and Operations manager, and/or any member of the E-team that they designate.

A Transition Plan could include, but is not limited to:

- Training for employees.
- Support in changing name on all internal records and organizational documents.
- Updating any external materials, promotional materials, and/or in-office photos to be gender affirming

- Working with the employees to co-create and implement a plan to share relevant information with relevant staff, board, and clients.
- Checking in regularly with the staff member on their experience to see if staff, board, and clients are respecting their transition, including but certainly not limited to using the correct name and pronouns.
- Support in finding gender affirming care that is covered by our insurance and if able, assistance in finding other options.

Pronoun Usage

All employees will be addressed by the name and pronoun that they designate. CFJWJ provides ample opportunities for staff to learn each other's pronouns, including but not limited to—encouraging staff to introduce themselves to one another for the first time using pronouns, to share their pronouns and ask when unsure, and listing pronouns on internal contact lists and our external websites. In cases where an employee is unaware of an individual's pronouns, they are encouraged to politely ask (and share their own) or defer to using the person's name (rather than make an assumption about pronouns). Repeated misgendering of an employee can be considered harassment (see harassment section)

Bathrooms/Signage

The central office and venue spaces (including rentals for external trainings and internal all-staff convenings) are strongly encouraged to provide gender-neutral bathrooms whenever possible and the ability for folks to use the bathrooms they choose.

Article 13 Expenses and Equipment

Travel Costs

- a. Documented (local or out of region) travel expenses will be reimbursed on a monthly basis, including public transportation, ride share, parking charges and tolls, bus, train fares, etc. CFJWJ will not reimburse parking violation fees. Use of personal auto will be reimbursed at the federal mileage rate set by the IRS annually. Only documented local work related travel will be allowed for reimbursement.
- b. Commuting expenses from home to an employee's designated regular office will not qualify as work related unless in the case, the employees is required to work outside their regular five day workweek schedule and will be reimbursed mileage beginning from their home on those days.
- c. Otherwise, If the employee is required to travel from their home directly to a worksite(s) other than their regular office, they will be reimbursed the mileage, minus the mileage from their home to their home office.
- d. Employee must discuss and get approval first from their supervisor for trips over 35 miles. Employees must submit a monthly mileage expense form to their supervisor and Financial and Operations manager. Mileage reimbursement payments are typically paid through direct deposit via ADP on the 2nd pay period of each month. Mileage expenses paid
- e. Hotel bills may include only the room charge (including taxes). Employees are expected to use economy accommodations. Staying with friends or family is encouraged.
- f. Central Florida Jobs with Justice will reimburse up to \$50/ a day per diem for meals and incidentals consumed during work-related overnight travel for meetings, conferences, etc, when meals are not provided. Employees are not expected to purchase meals to meet and conduct business on behalf of CJWJ. In the rare circumstances, when meetings must be conducted during meals the employee may be reimbursed up to \$50 month for their expense in accordance with regular reimbursement procedures. Alcoholic beverages are not eligible for reimbursement.

- g. When renting a car for out of town CFJWJ business, it is the responsibility of the employee to choose the rental company and the vehicle with the most reasonable rate. Employees are required to secure the maximum level of collision damage waiver and personal injury insurance paid for by CFJWJ or if an employee is not covered by other policies. In the event of an accident, CFJWJ will pay the deductible up to \$500.

Cell phone and Technology Related Costs

1. Cell phone: CFJWJ will provide Co-Directors with cell phones with unlimited minutes, unlimited texting and a data plan. CFJWJ will provide staff with a monthly stipend of \$40/month towards their personal cell phone plan paid via ADP on the 2nd payroll period of the month for the previous month.
2. CFJWJ may also provide staff a google phone number to be used for work related calls.

It is also the responsibility of the employee to communicate directly to the Finance and Operations manager if any of the travel costs can be reimbursed to CFJWJ. Receipts are required for reimbursement for all work-related expenses.

Article 14 Hours of Work

- a. The standard full time hourly status work week must average over 32 hours a work week and may include the necessity to work nights and weekends.
- b. The standard part time hourly status must average less than 32 hours a work week, and may include the necessity to work nights and weekends.
- c. The standard full-time salaried status work week shall be a minimum of 32 hours but not exceed 46 hours a week. CFJWJ Salaried employees and management recognize that the nature of work at CFJWJ may require long, irregular hours, including evening and weekend work.
- d. All salaried employees of Central Florida Jobs with Justice are exempt from the provisions of the Federal Fair Labor Standards Act due to their status as Administrative and/or Professional employees. Should Central Florida Jobs with Justice hire an employee(s) whose position entitles them to provisions of the Federal Fair Labor Standards act, then those provisions shall apply to said employee.
- e. Salaried employees may receive compensatory time off for hours worked in excess of 46 hours per week. Compensatory time off must be arranged with the employee and Supervisor. Employees should consult with their immediate supervisor if the need for the compensatory time off is anticipated.
- f. It is understood that employees will, from time to time, work long hours or irregular schedules and shall be permitted — with consultation with the supervisor when practical — to adjust their schedules to accommodate their home/work balance. In the event an employee works long hours in a day, such an employee will be permitted to arrive at work later the next day if work plan allows or adjust their schedule at the next earliest mutually agreed upon time. This type of change in schedule must be approved in advance by the employee's supervisor.
- g. To assist employees in balancing conflicts between work and commitments, CFJWJ recognizes the value and need for alternative work schedules and arrangements either on a regular or ad hoc basis, in consultation with the supervisor. Employees who are planning to work from outside the office for the day should make arrangements with their supervisor and coordinate with other staff in advance.

Article 15 Time Off

Holidays

- a. Employees are entitled to the following 9 paid holidays each year: Birthday, Indigenous People day, Martin Luther King Jr. day, Memorial Day, Juneteenth day, Independence Day, Labor day, Thanksgiving and the day after Thanksgiving.
- b. Employees, with 30 days advance notice to their supervisor, may take up to three (3) paid days off per calendar year for religious /ethnic observance or childcare needs due to school closure/holiday observance that are in conflict with normal business hours. Employees required to work on any of the above days should consult with their supervisor to schedule a substitute day off.
- c. According to the employee's choice, employees will be entitled to compensatory time if they are required to work on a holiday.
- d. The Co-Executive Directors will have discretion to schedule closing the office at year's end, in coordination with the Executive Board and Labor Management Committee. Staff will receive their normal pay and will not be charged vacation time during such a closing.
- e. Hourly employees are entitled to paid holidays on a prorated basis when it falls on their scheduled shift.

VACATION

- a. On January 1st of each year, full-time and salaried employees will be advanced the following amounts of paid vacation time. Employees hired after January 1st will receive a pro-rated vacation based on date of hire for that year. Less than 3 year of service: 10 days, 3-5 years of service: 15 days, Over 5 years of services: 20 days
- b. Part Time and hourly employees working under 32 hours are entitled to prorated vacation based upon their typical work week.
- c. Vacation benefits begin to accrue after the 90 days probation period ends but may not be taken until six months of employment for an employee 's first year, except as otherwise negotiated with their Director.
- d. Vacation requests must be submitted via ADP system and pre-approved in advance by the Director. At least one month advance notice is requested prior to the start of a vacation. Every effort will be made to accommodate employee's vacation scheduling requests.
- e. Employees are strongly encouraged to take their entitled vacation time each year. Employees may carry up to 1 weeks' worth of hours into the next vacation year. Upon employment termination, employees will be paid for unused vacation time.

Sick Leave

- a. After 90 days of employment, salaried employees are advanced paid sick time at the rate of one day per month (a maximum of 9 days for the first year of employment; 12 days per year for following years). After 90 days of employment, hourly part-time employees are advanced paid sick time at the rate of two typical workdays per quarter for that year.
- b. Paid Sick time may not be accumulated from year to year. Upon any termination of employment or notice of resignation, employees will not be paid for unused sick time.
 - c. Paid sick time may be used only for a staff member's illness, mental wellness, for medical appointments, or for attending to the health of a family member or domestic partner. Paid sick leave may not be used to extend vacation time.

- d. The process to call in sick is as follows: Employees are required to contact their immediate supervisor via phone or text each day of absence (unless other arrangements are made) as well as the Financial and Operations Manager each morning of their sick time absence. Once the employee has returned to work, the employee will correspond with the Financial and Operations Manager to make sure all sick leave absences have been documented correctly on the employee's timesheet/timecard in ADP. The Finance and Operations Director must also be notified by the staff member or supervisor via email and slack about the absence.
- e. Any employee may ask to take leave without pay after all earned sick leave is used. Requests for additional sick leave must be approved by a Director.

Article 16 Other Leaves

Parental Leave

- In connection to the birth or adoption of a child, Central Florida Jobs with Justice full time, part time and salaried employees that have been employed for longer than 6 months are entitled to 6 weeks of paid parental leave. These employees employed for at least 12 months are entitled to 12 weeks of paid parental leave.
- The full time or salaried employee may apply earned vacation or sick leave to extend paid leave, but maximum parental leave will not exceed a total of 24 weeks with prior approval of Management. Upon returning to work, the employee is entitled to their same position, with no loss of seniority. The employee will continue to receive all benefits while on parental leave.
- Central Florida Jobs with Justice Employees are not legally covered by the family and medical leave act (FMLA). FMLA only covers employees who have worked at least 1250 hours over the past year for an employer that employs 50 or more employees. If there are cases when employees need additional time off, employees should negotiate with the Co-Executive Directors on a case-by-case basis.

Personal Leave

- Full-time hourly and Salaried staff members are entitled to 4 paid personal days per year upon hire to be scheduled ahead of time in consultation with the employee's supervisor whenever possible. Employees may not accumulate personal days from year to year.
- Hourly staff working under 32 hours are entitled to 2 paid personal days/shift upon hire per year.
- Personal leave days are meant to be used at start of hire to cover any occasions that are not covered by the other forms of leave and time off. If there are cases when employees need additional personal leave time, employees should negotiate with management on a case-by-case basis.

Developmental Leave

- Requests for time off and/or reimbursement for expenses for professional or personal development must be approved in advance by the Director or supervisor.

Sabbatical

Each salaried or full-time staff person is entitled to a paid two-month sabbatical after every three years of service. Sabbatical time will not reduce paid vacation time to which an employee is also entitled. Sabbaticals must be approved in advance by the Co-Executive Directors with at least four months' notice given before the scheduled start of the sabbatical. Staff who take advantage of the sabbatical policy need to make a one-year commitment to Jobs with Justice after the completion of the first sabbatical.

Domestic/Sexual Violence Related Leave

CFJWJ recognizes that survivors of domestic violence, sexual assault, stalking and dating violence may need time off to obtain or attempt to obtain a protection or restraining order or any other legal assistance to help ensure his or her health, safety, or welfare or that of his or her child. CFJWJ will work in collaboration with the employee to provide reasonable and flexible leave options when an employee or his or her child is a survivor of domestic violence, sexual assault, and/or stalking. CFJWJ will work with employees to provide up to two weeks of paid leave first before requiring an employee to utilize unpaid leave. An employee must provide reasonable advance notice to the employer of the need to take time off unless advance notice is not feasible. CFJWJ may require the employee to provide documentation or other certification verifying that the

employee was a survivor of violence. To request Leave, employee should contact the Co-Director. CFJWJ will maintain the confidentiality of a person who requests leave under this policy, to the extent allowed by law.

Military Leave

Employees inducted into the Armed Services of the United States, or recalled to active duty with the Armed Services, shall accumulate seniority and retain all other rights under this Agreement while in such service, and on return from such service may claim their original job, or if that job is no longer exist, a comparable job with a salary no less than what they would have received had their service with the Employer been continuous, provided that they apply for reinstatement with 90 days after release from the Armed Services. Employees on Military Leave shall not accrue vacation or sick leave and are responsible for their health insurance.

Bereavement

Employees will have five days of bereavement available for parents, siblings, children, spouses, romantic partners and grandparents. In an effort to recognize different family structures, and encourage honest communication between supervisors and workers, an employee may have up to 3 days to grieve other relationships as the employee needs such as but not limited to friends, roommates, aunts/uncles, or anyone else that may have impacted them and whose death requires them to grieve and be out of work, after a conversation with their supervisor.

Jury Duty

1. CFJWJ recognizes jury and witness duty as a civic obligation. As such, employees who receive an official summons/subpoena for jury or witness duty will be excused from work to perform this duty and must notify their immediate supervisor of Jury/witness duty. Employee will receive time off with pay while on jury/ witness duty. Employees must inform their supervisor each day of the status of jury duty.
2. An employee called for jury duty or subpoena as a witness shall be permitted the required time off, with pay, to answer the jury panel requirements, but shall return to work immediately after dismissal by the court, time permitted.
3. Employees required to appear in court on behalf of the Employer shall receive their regular pay and travel during such appearance.

Article 17 Grievances, Mediation, and Arbitration

1. The Union shall designate a Bargaining Unit Employee of its own choosing as steward to take up with the Employer or authorized agent any dispute arising from the interpretation or application of this contract. A grievance means a dispute or controversy which arises out of or involving the interpretation or application of this agreement. The Union and Employer shall resolve grievances using the following procedure.
 - a) Step One: It is agreed that the Union and Employer shall make reasonable efforts to resolve the dispute at its earliest possible stage. To that end, the affected employee, referred to as the "grievant" and their steward shall meet with the employee's immediate supervisor to attempt to work out any dispute prior to filing a formal (written) grievance. A timely grievance is 30 days after having knowledge of the occurrence.
 - b) Step Two: If a meeting with the immediate supervisor in Step 1 does not resolve the dispute, a grievance shall be filed in writing with the grievant's supervisor, with a copy to the Executive Directors, within thirty working days (30) after the denial of step 1A. Efforts to adjust grievances shall be made on CFJWJ work time within reason.

Within fifteen (15) business days of receiving the grievance, the Executive Directors shall meet with the Union's Representative to discuss the dispute. Within ten (10) working days of the meeting the Executive Directors shall respond to the Union's Representative in writing. If the employer does not respond, the Union may move the matter to arbitration.
 - c) Step Three: Any matter involving the interpretation or application or alleged violation of the Agreement (except the renewal of this Agreement), including a question of whether or not a matter is properly subject to arbitration, not satisfactorily settled by Step One or Step Two may be submitted to final and binding arbitration by either party within 10 working days of the Employer's Step Two written response.
2. If both sides are willing, they may use the services of a qualified neutral third party (FMCS) for grievances involving disciplinary/True intent action, which are subject to arbitration under Article? Of this Agreement, the parties may, jointly, within thirty (30) calendar days after the filing of the request for arbitration, elect to use the FMCS Mediation procedures herein after provided. The election shall be in writing and signed by authorized representatives of the parties. If no such election is made within the foregoing time period, the arbitration procedures set forth in this collective bargaining agreement shall be followed. A party may choose to terminate the mediation process at any time.
3. In lieu of an FMCS arbitrator provided that both sides can agree on the individual to serve as neutral. If the parties cannot agree on the impartial arbitrator, then the Federal Mediation and Conciliation Service (FMCS) will be requested to designate a panel of seven (7) arbitrators, and the arbitrator shall be selected by the parties alternately striking names from the list until one name remains and that person shall be the arbitrator. All costs of such arbitration shall be borne equally by the parties, except that no party shall be obligated to pay any part of the cost of a stenographic transcript without express consent.
4. The term "grievant" shall refer to the party on whose behalf a grievance is filed and may include: any individual Union member, a group of Union members or the Union.
5. Any Step or Steps in the grievance procedure, as well as time limits prescribed at each Step of the grievance procedure, may be waived by mutual written agreement of the parties. Meeting dates will be agreed upon by all parties. If CWA fails to exhaust remedies under this procedure or to abide by the time limits with respect to each Step, the grievance shall be deemed abandoned. If any responses are not received within the prescribed time limits, CWA may move the grievance to the next Step of the grievance procedure.

Article 18 Progressive Discipline

CFJWJ's disciplinary and corrective action process is progressive and is designed to protect and promote the fair treatment of all employees. The Employer has the right to discipline and/or discharge employees only for just cause. Discipline may be required for substandard job performance, safety violations, excessive absenteeism, and apparent inability to work under Employer direction or other problems that may arise.

CFJWJ is responsible for identifying alleged problems with employee behavior or performance and assisting in their resolution.

CWA may grieve warnings or other disciplinary action they believe to be unfair through the Grievance Procedure.

An Employee has the right to review their personnel file upon the employee's request. The Employer may only terminate an Employee after the accumulation of three (3) written warnings in one twelve-month period, except in the case of serious misconduct, as described in Section 4, Discharge for Just Cause.

There are two levels of corrective action, any one of which may be employed at any time, depending upon the particular circumstances and the severity of the problem:

1. Counseling

CFJWJ may select to counsel an employee following a minor offense in an effort to eliminate any possible misunderstandings and to clarify performance criteria. If CFJWJ selects this option, it shall help the employee develop a solution and/or improve performance to the appropriate level. Supervisors are to inform the employee of the seriousness of the meeting and follow up with an email that states the conversation was a verbal warning. The goal of this option is to engage CFJWJ and the employee in jointly correcting any performance or conduct concerns one on one, rather than punish the employee. The employee may request a follow-up meeting with a union representative present.

2. Written Warning

Prior to a supervisor authoring a written warning, a meeting shall be held to assure that all relevant information has been collected and considered. The meeting shall include the affected employee(s), supervisor(s) and union steward or representative.

After such meeting, if CFJWJ concludes that a written warning is justified, CFJWJ meets with the employee and presents them with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. CFJWJ and the employee shall set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement ("Improvement Plan"). A record of the written warning and any Improvement Plan shall be kept in the employee's personnel file.

3. Final Warning

Prior to a supervisor authoring a Final written warning, a meeting shall be held to assure that all relevant information has been collected and considered. The meeting shall include the affected employee(s), supervisor(s) and union steward or representative. After such meeting, if CFJWJ concludes that a Final written warning is justified, CFJWJ meets with the employee and presents them with a written notice of corrective action. A written warning is designed to ensure the employee is fully aware of the seriousness of the misconduct and/or performance problem, and the consequences if the problem is not corrected. CFJWJ and the employee shall set a time frame and a check-in program, during which improvement must be made and maintained in accordance with the terms of the warning and/or any plan for improvement ("Improvement Plan"). A record of the Final written warning and any Improvement Plan shall be kept in the employee's personnel file.

4. Discharge for Just Cause

No employee shall be discharged except for just cause. Just cause includes following the progressive steps of discipline in one twelve-month period or serious misconduct. Serious misconduct includes but is not limited to; gross insubordination; theft of personal or organizational property; abusive language when addressing a supervisor, colleague, board member or member of the public; sexual misconduct; and creating an unsafe workplace. Engaging in serious misconduct may result in immediate termination; after all relevant information has been collected and considered.

If six (6) months have elapsed since the last progressive disciplinary action, the matter will be considered closed, and any new notice of discipline will restart the process of progressive discipline from the beginning except that when the underlying discipline matter pertains to a pattern of gross misconduct, such matters may be considered for a period eighteen (18) months.

Article19 Arrest

1. When a CFJWJ employee is arrested while on the job, they will receive the following pay/comp time:
 - a. For planned and pre-approved (where an employee and supervisor discuss the potential for arrests and an employee is granted approval for arrestable actions), or unapproved arrests within reason employees shall be paid regularly for the duration of the incarceration.
 - b. CFJWJ staff, in the event that it is not provided by affiliated or allied partners, will provide legal counsel and make every effort to get employees out of jail as soon as possible.
2. Legal Expense CJWJ will provide legal counsel for employees if she/he is required to appear in court for actions resulting from the performance of their assigned duties under this contract, and will further pay on their behalf any bail, fines, judgments or penalties imposed upon her/him as a result of their performance of their CJWJ duties. Driving and parking infractions are excluded from this provision.

Article 20 Wage Schedule and Per Diem

A. Salaries and fringe benefits for all employees are set annually by the Co-Executive Directors with approval through the Executive Board.

B. Salary levels will consider the following: availability of funds; length of employment with Jobs With Justice; changes in the cost of living; comparable salaries in similar organizations; and level of responsibility within the organization.

C. For the first year of the contract, employees will all receive a 6% raise. The following year, there will be a re-opener between the employer and bargaining unit to discuss whether the funds are still available for this raise to continue. If they are, the unit will have another 6% raise every year congruent with the PayScale on the 1st of each new year. If funds aren't available, the two parties will discuss what is the most equitable solution moving forward.

D. Employees will receive a \$1000 signing bonus for the first year once the contract is ratified.

E. New Wage Scale

Per Diem

A. When traveling, employees will utilize a debit card provided by the organization, that will have all funds needed for the trip included. Receipts for all expenses are required to be saved and submitted to the Operations team. The itemized receipts need to legibly show purchase date, item, and amount. For accounting and audit purposes, staff that use an organizational debit card may be asked to submit an expense report or requested by a member of the Operations Team to explain an expense.

B. Trip expenses using the debit card are limited to:

- Transportation: The debit card will be used for rideshare travel to and from the travel destination (i.e. airport, train station, bus station) and to and from the conference/training location to the travel destination. Screenshots that include date, location and total can serve as the receipts for rideshares.
- The debit card could also be used to purchase a bus ticket or train ticket (i.e. metro/subway, light rail) as an alternative method to travel to and from the conference/training location.
- The debit card could be used for transport within the trip as long as it serves a work purpose.
- Parking: The debit card will be used for parking fees for a parking lot or garage.
- Gas: The debit card could be used for gas **only if you are driving a rental vehicle**. You cannot use the debit card for gas if you are using your own vehicle. Mileage reimbursement covers gas.
- Meals: Meals could also be covered using the debit card if it serves a work purpose and to avoid staff members from incurring an expense. Please let your direct supervisor know if you have any questions or concerns before you make a meal purchase. Alcohol is not covered by the organization, and it is practice to ask for it to be separated from the bill.

C. For meals that are not covered by training/conference, per diem will be based on [GSA.gov](https://www.gsa.gov) rates provided for the destination city. Per diem activates when you are past 50 miles from home and if you are out for more than 12 hours. Rates may differ per month.

Example from May 2024

- Destination city is **Tallahassee, FL**
- **Meals and Incidentals (M&IE) Breakdown:**
- Breakfast: \$14
- Lunch: \$16
- Dinner: \$29
- Incidental expenses: \$5
- **Total: \$64**

Starting Hourly Position

\$16.43

Annual Increases of \$1.06 a year

Position Titles: Associate, Organizer, Assistant, Coordinator

STEP 1 47,700
STEP 2 48,972
STEP 3/ STEP 3 with Longevity pay after 2 years 49,820 /50,032
STEP 4 51,940
STEP 5 54,060
STEP 6 56,180
STEP 7 58,300

Position Titles: Report Leads/ Program Manager/ Senior

STEP 1 58,300
STEP 2 59,560
STEP 3/ STEP 3 with Longevity pay after 2 years 60,420/60,950
STEP 4 62,540
STEP 5 64,000
STEP 6 66,780

STEP 7 68,900

Position Titles: Executive Directors, Deputy Director, Management and Senior Leadership Level

STEP 1 81,620
STEP 2 82,680
STEP 3/ STEP 3 with Longevity pay after 2 years 83,740/84,800
STEP 4 86,390
STEP 5 87,980
STEP 6 90,100
STEP 7 92,220

Article 21 Retirement/401k Plan

After two year of employment, Jobs with Justice will establish and administer a 401-k account for each employee and will contribute 2 percent of each employee's gross annual salary as the employer's share into each staff member's account, subject to Executive Board approval each year based on availability of funds. Employer contributions shall be made at least quarterly. Employees are strongly encouraged to make additional pre-tax contributions to their accounts subject to limits and rules established by congress and the Internal Revenue Service

Article 22 Health Insurance

1. Full-Time hourly and salaried staff members become eligible for health care coverage upon employment. Coverage shall continue through the last day of employment.
2. For each full-time staff member, Jobs with Justice will pay 100 percent of the monthly premium for an individual, couple, or family plan, as appropriate, to provide basic health insurance and dental insurance under agreements with Jobs with Justice's group insurance vendors.
3. In the event that serious illness or accident prevents the continuation of employment, the Executive Board may authorize continued payment of insurance premiums for up to six (6) months after employment is ended.
4. No provision of these personnel policies is intended to circumvent or interfere with an employee's right and responsibilities under federal or state law, including but not limited to provision of the Florida Worker's compensation system.
5. Jobs with Justice provides workers compensation and unemployment insurance coverage for its employees and compliance with federal and state law. Only full-time employees are eligible for Job's with Justice group insurance plans.

Article 23 Management Rights

The Union recognizes and agrees that, subject to the express provisions of this agreement, the supervision, management, control of JWJ, business, operations, working forces and offices are vested in the management of JWJ. This includes the right to determine the type of work to be done, the location of work, the method and process of rendering services, and the right to establish work and quality standards. The right to establish new jobs and to change the content of existing jobs shall be negotiated between both parties. The forgoing, however, is not intended to diminish Management's commitment to an exchange of ideas and information with the Union on all matters affecting the workplace.

Article 24 Severability

Should any provisions of this Agreement be determined to be in violation of any federal, state, or local law or regulation, such determination shall not in any way affect the remaining provisions of the Agreement which shall remain in full force and effect. The parties shall negotiate such modifications as are necessary for compliance with the law.

Article 25 Memorandum of Agreement

A union representative in the following:

Financial Operation Manager

This Memorandum of Agreement covers the understanding reached between the Company and the Union.

This Memorandum of Agreement is concerning the title Financial Operation Manager. We agreed that while Ms. Dyer is in the title of Financial Operation, she will be grandfathered with the title of Financial Operation Manager, which will be included in the bargaining unit. Once the title of Financial Operation Manager is vacated, the title of the Financial Operation Manager will be a management title.


This Memorandum of Agreement will remain in effect from February 2023 until Ms. Dyer is no longer in the title of Financial Operation Manager.

AGREED:

4-14-2023

Steve Wisniewski

CWA Local 3108 District 3 Signature: _____



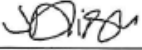
4-14-2023

Jonathan Alingu Signature: _____




Article 26 Duration and Renewal


1. This Agreement will take effect as of June 25, 2024 and remain in effect until June 24, 2027. Three (3) year contract. Within ninety (90) days prior to the expiration date of this Agreement, the Employer and the Union may initiate negotiations for the new Agreement to take effect June 24, 2027. The terms and conditions of this Agreement shall remain in effect during such negotiations. If negotiations do not result in new Agreement before June 24, 2027, the new Agreement shall be made retroactive to June 24, 2027.

Central Florida Jobs with Justice  Date 7/16/2024

CWA Local 3108 Kevin Kimber Date 7/16/24

CWA Local 3108  Date 7/16/24

CWA Local 3108 Tara Felten Date 8/7/24

CWA Local 3108  Date 8/8/24