

MEMORANDUM OF UNDERSTANDING

Worker Rights and I-9 Audit Procedures

Chasen Fiber Technologies LLC
and
Local155- United Electrical, Radio and Machine Workers of America (UE)

The parties have discussed and have come to the following agreement:

The Company will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or State and Local law enforcement officials comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any worker. If the Company is served with a validly executed search or arrest warrant, the Company shall arrange for questioning of workers to occur in as private a setting as possible. The Company will notify the Union if the Company learns of an immigration investigation regarding a worker within two (2) days.

The Company shall provide six (6) month advance notice to employees of all expiring work authorization documents.

In addition, the Company shall provide six (6) month advance notice of any proposed I-9 audit. At the end of that six-month period, the Company will initiate the process detailed in the "I-9 Audit Procedure" section of this MOU.

The Company will not participate in the E-Verify program unless the Company's participation in E-Verify is required by law. If the Company seeks to enroll in E-Verify or other comparable programs, it shall provide notice to the Union. The Union shall have the right to reject such enrollment unless the Company's participation in E-Verify is required by law. The Company shall provide all legal and economic justification for the Company's participation in the E-Verify program. If the Company's participation in E-Verify is based upon the creation of a new position, the Company must demonstrate why that position could not be housed in one of Integreon's subsidiary companies. The Union shall have the right to bargain the impacts of proposed participation in the E-Verify program or changes in Federal or New Jersey State law that would negate portions of this MOU.

If any provision of this MOU is declared invalid by a court or competent jurisdiction or otherwise rendered invalid through governmental regulation or law, such invalidity shall not invalidate the entire MOU; it is the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

Notification and Scope of an I-9 Audit

The Company may only perform an internal audit of their I-9 forms a maximum of once every three (3) years to be calculated on a rolling basis unless the Union after notification by the Company agrees to such an audit. The Company will not use a third party to undertake internal I-9 audits unless required by a court or government administrative agency. The Company shall notify the Union within 24 hours of all orders from a court or government administrative agency to audit I-9 documentation.

Reviewing the I-9 forms of new hires in connection with training of HR employees or designees does not constitute an "internal audit" for purposes of this paragraph. The Company shall provide a seven (7) day advance notice to the Union prior to training of HR employees or designees. I-9 forms for new hires will be completed within three (3) days of date of hire in accordance with U.S. Citizenship and Immigration Services requirements.

The Company must provide six (6) month notice before performing any internal I-9 audit. The Company must provide a written explanation of why any prospective audit is occurring and meet within fifteen (15) calendar days to discuss the scope of the audit with the Union.

Should the Company, after meeting with the Union, determine that the audit is necessary, they will notify all bargaining unit members in writing. All written notices must be sent in English, Spanish, and French.

I-9 Audit Procedure

The Company cannot review I-9 forms and documents in batches. The Company must thoroughly perform an audit of all active employees, highlight employee I-9 discrepancies and the action needed to correct the discrepancy. The Company may not ask an employee about their migratory status. The Company must notify the Union of all affected employees fifteen (15) business days after the conclusion of the audit.

The Company, after notifying the Union, may begin the process of correcting I-9 discrepancies. If there is any discrepancy on an employee's I-9 form that will require the employee to resubmit a new I-9 or correct said discrepancy, the Company will call the employee into a private meeting. Before starting the meeting, the Company representatives must notify the employee of their right to have Union representation.

The Company will then notify the employee of any deficiencies with their I-9 paperwork and how to correct any such deficiency. The Company may only inquire about the

acceptable I-9 documents that can be used to verify employment authorization or identity.

The Employee will then have fifteen (15) days from the date of the initial meeting to put their paperwork in order. The Employee can produce the needed documents at any point during these fifteen (15) days.

If the employee is not able to present the required documentation at the end of this fifteen (15) day period, the Company may place the employee on an unpaid leave of absence, with no compensation or benefits being paid, until they can produce the required documentation for up to two (2) years. If the employee can produce the required documentation within the two (2) year period, the Company will reinstate the Employee to the same or equivalent position if that position is available .

I-9 New Hire and Rehire Procedure

New Hire:

I-9 forms for new hires will be completed within three (3) days of date of hire in accordance with U.S. Citizenship and Immigration Services requirements. If the employee is unable to produce acceptable documents or receipts within three (3) business days of his or her start date, the employee will be terminated or placed on a leave of absence for a reasonable amount of time to allow the individual time obtain the required documentation.

Rehire:

If an individual is rehired, or brought back after a reduction in force, layoff, etc., within three years of the date the original I-9 was completed, the *Supplemental B, Reverification and Rehire* section of the Form I-9 will need to be completed. If an individual is rehired after three years of the original hire I-9 date, they will need to fill out a new I-9 form.

Terminated (Voluntary/Involuntary) :

If an employee leaves the company, or is terminated, the Company will be required to keep the I-9 document, and any supporting documents, on file for 3 years from the date of hire or 1 year following termination of employment. No documents will be shredded or discarded during the required retention period.



Limitations on the Company

The Company shall not provide any I-9 documentation with any external entity, including but not limited to, vendors and prospective clients without first consulting with the Union.

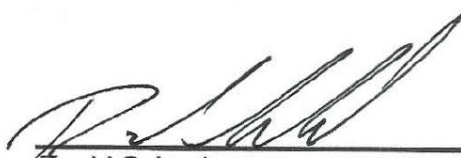
The Union recognizes that internal audits may be required for mergers and acquisitions, but that all aforementioned restrictions on the Company will still apply.

Effective the ratification of this Memorandum of Understanding, the Company will not keep copies of documents used to verify employment eligibility or identity. All copies of documents used to verify employment eligibility or identity to comply with the processing of I-9 forms prior to the ratification of this Memorandum of Understanding will not be destroyed in accordance with the requirements established by the U.S. Citizenship and Immigration Services.

For the Union:

	<u>4-9-24</u>		<u>3/20/24</u>
Carlos Quinones Chief Steward	Date	Eric B. Cortés-Kopp UE Field Organizer	Date

For the Company:

	<u>4/8/24</u>
David Schachman General Manager	Date