

MEMORANDUM OF UNDERSTANDING

Wharton Plant I-9 Audit Procedures

October 21st, 2024

The Company and the Union have met, discussed and agreed upon an internal I-9 audit procedure at the Company's Wharton, New Jersey facility. The following Memorandum of Understanding ("MOU") can be found below. This MOU remains subject to applicable laws and regulations which shall control, and any conflict with the terms in the MOU shall be resolved to ensure compliance with applicable laws and regulations.

Notification and Scope of an I-9 Audit

The Company may perform an internal audit of their I-9 forms annually for employees at the Wharton facility. The following procedure is limited to I-9 audits and does not impact any re-verification processes.

The Company shall provide a four (4) month notice before performing any internal I-9 audit at the Wharton facility. The Company will post this notice within the facility and provide the notice in writing to the Union. Nothing herein prevents the Company from conducting an I-9 review outside of the context of an internal I-9 audit in accordance with Company procedures including for new hires or in the event that questions or concerns are brought to the attention of the Company regarding employees' employment authorization.

The Company will endeavor to provide six (6) month advance notice to employees of all expiring work authorization documents. The Company shall provide a release form to the employee to authorize that the notice be shared with the Union. The Company shall clearly communicate that the employee has the right to speak to a Union representative about their rights under the MOU and CBA, and to have a Union representative present in the meeting.

All written notices to employees under this procedure shall be sent in English and Spanish.

I-9 Audit Procedure

At the conclusion of the internal audit the Company will identify employee I-9 discrepancies found during the audit and notify the Union of all affected employees ten (10) business days after the conclusion of the audit.

If any discrepancies are found during the internal audit, or if the Company is made aware of a discrepancy with an employee's documentation at any time, the Company will call the affected employee into a private meeting to notify them of the issue, and continue with the remaining procedure detailed in this MOU as applicable, except in cases of fraud or misrepresentation which may result in immediate termination.

The Company, upon request, will provide the employee the current Employment Eligibility Verification form.

The Employee will then have two (2) weeks from the date of the initial meeting to provide the necessary documentation for resolution. The Company shall place the employee who is the subject of an I-9 discrepancy, expired work authorization, or error on an immediate unpaid leave during which they will be able to use any accrued benefit time. The Employee can bring in the needed documents at any point during these two weeks.

If the employee is not able to present the required documentation at the end of this two (2) week period, the employee shall remain on an unpaid leave of absence until they can produce the required documentation for up to four (4) months after which they may be terminated. Should an employee produce the required documentation to demonstrate employment eligibility within the four month period, the employee will be reinstated pending review and acceptance by the Company. The Company will endeavor to review provided documents within five (5) business days for employee reinstatement, however, any delays caused by this review process will not affect the employee's eligibility for reinstatement. Should the employee provide the required documentation at any time after four (4) months, the employee would then be eligible for rehire (except in cases of fraud or misrepresentation). Should an employee provide the required documentation within twenty-four (24) months after the employee was placed on unpaid leave due to an I-9 discrepancy, the employee shall be eligible for rehire to an open position with the Company for which they are qualified (except in cases of fraud or misrepresentation), and the employee shall maintain their seniority.

The Company agrees to reinstate the following employees if they are able to resolve any discrepancies with their I-9 documentation within one year of their termination:

1. Hector Sanchez
2. Erik Moran

Limitations on the Company

The Company shall only provide documents that demonstrate compliance with Employment Eligibility Verification to external entities, including but not limited to, vendors and prospective clients, and external partners who are used to aid with the I-9 audit. The Company will provide written notice to the Union of all I-9 compliance inquiries by external entities, as well as, any partners used to aid in the I-9 audit.

The Union recognizes that internal audits may be required for mergers and acquisitions, but that all aforementioned restrictions on the Company will still apply. If less than four months notice is provided based on the merger and acquisition, this audit would replace the annual audit, or the subsequent annual audit.

Effective the ratification of this Memorandum of Understanding, the Company will only keep copies of documents to comply with federal and state law.

Dispute Resolution

Any disputes over the meaning and interpretation of this MOU will be subject to resolution through the grievance and arbitration procedures of the CBA.

For the Employer



Frank Gohl
Plant Director - Wharton

10/22/24

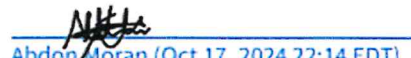
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Fred Carpenter
Director HR

10/22/24

For the Union



Abdon Moran (Oct 17, 2024 22:14 EDT)
Abdon Moran
President

17/10/

Date



Cesar Moreira
Chief Steward

17/10/24

Date



10/21/24

Eric B. Cortes-Kopp
Field Organizer

Date