

## **ARTICLE 25 CITIZENSHIP**

**25.1** The Employer 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.

Should an ICE or DHS agent request to enter the worksite or obtain or review personnel records, the Employer shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and require a criminal judicial warrant signed by a federal judge. Staff shall not admit ICE agents based on administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.

Should an ICE or DHS agent demand access to the premises or seek to interrogate, search, or seize any employee the employer shall immediately notify the union by telephone call to the union's office. The foregoing shall not require the Employer to deny the DHS or Department of Labor access to the I-9 forms, as required by law.

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 three (3) days.

**25.2** If an immigration-related warrant, subpoena or other formal or informal request is issued by a governmental agency to the Employer, the Employer will inform affected employees as soon as possible and give them a copy of the request within three (3) calendar days. If the Employer provides the requested documents to the agency, or allows the agency to view them on-site, it will inform affected employees as soon as possible and give them copies of the provided documents within three calendar days.

The Employer will only comply with governmental requests, including requests to enter Employer-controlled workplaces, to the extent strictly required by law. The Employer will not comply with such requests if the Employer is not required to do so by law. All employees will be notified as soon as possible of the date and time a government agency is expected to enter a workplace. No employee will be required to work in the facility that day if they reasonably believe doing so will put them at risk of governmental arrest or detainment.

**25.3** In the event that an employee has a problem with their ability to work in the United States, the Employer shall notify the Union in writing prior to taking any action. The Employer agrees to meet with the Union to discuss the nature of the problem to attempt to reach a resolution.

The Employer shall not use an employee's immigration status or sponsorship as leverage to negotiate or coerce them into specific employment terms and conditions. This includes, but is not limited to, requiring an employee to commit to a specific length of employment, imposing economic conditions, withholding or threatening to withhold sponsorship for any reason, delaying or threatening to delay the immigration process, and using sponsorship to demand concessions from the employee. Any attempt to use immigration sponsorship as a tool for negotiation or coercion will be a violation of this Agreement.

**25.4** The Employer is committed to supporting every member of the bargaining unit, including foreign nationals, by ensuring that they have access to comprehensive immigration support and protection from deportation.

The Employer shall commit to sponsoring work authorization and other immigration-related legal processes for every bargaining unit employee who is a foreign national as soon as they become eligible. The Employer's immigration team will contact eligible employees within two (2) weeks of their eligibility date to begin the process with their Consent.

The Employer will initiate discussions with employees who hold temporary work authorization at least 12 months prior to the expiration of their work authorization. These discussions will outline available visa and work authorization options based on eligibility, with a focus on aligning the process with the employee's long-term goals, whether through temporary or permanent status. The Employer will prioritize the interests of the employee in this process.

The Employer will cover all fees related to an employee's visa, green card, and other immigration sponsorship, including those required for work authorization renewals and premium processing services through United States Citizenship and Immigration Services (USCIS).

The Union reserves the right to add to, delete, and/or modify proposals during the course of negotiations.