

ARTICLE ____
Non-Resident and Non-Citizen Graduate Worker Rights and Protections

Section 1. The University recognizes that the right to join a union is irrespective of a GW's immigration or documentation status. The parties to this Agreement pledge themselves to a cooperative effort on the topic of GWs with international and/or vulnerable immigration status founded upon good faith communication and discussion of problems, solutions, and prevention. The Union-Management Committee (UMC) shall discuss matters relating to GWs with international and/or vulnerable immigration status in the workplace. The University shall have representatives qualified to speak on the topics of interest at the meeting when the parties agree in advance on a particular agenda item for such meetings.

Should any change in laws or regulations relevant to GWs with international and/or vulnerable immigration status or this Article occur, including but not limited to repeal of Deferred Action on Childhood Arrivals (DACA) program, rescinding of Temporary Protected Status (TPS), travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the University and UMC shall meet to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

Section 2. The University commits to the following:

- a. The University shall comply with all applicable laws regarding the protection of the privacy of all members of the WPI community.
- b. Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University will not voluntarily provide any immigration or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any governmental agencies that would enable them to target members of our community based on immigration status for the purpose of detention or deportation.
- c. The University shall not voluntarily give permission to allow representatives of any governmental agency to enter WPI buildings without permission or legal process.
- d. The University shall not voluntarily give permission to allow representatives of any governmental agency to enter WPI buildings for the purpose of targeting members of our community based on immigration status or for gathering information on them for the purpose of detention or deportation.
- e. The University will request that a federal immigration agent or a Department of Homeland Security (DHS) agent comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any GW while the GW is working on the University's premises and under the University's control.
- f. In the event that the University is served with a validly executed Search or Arrest warrant by DHS, the University shall arrange for a questioning of GWs to occur in as private a setting as possible in the workplace.

The Union reserves the right to add, delete, or modify any of these proposals at any time.

- g. The University will notify the union if the University learns of an immigration investigation regarding a GW within 24 hours.

Section 3. Graduate Workers of Vulnerable Immigration Status. The University shall not maintain or publicize a record of the identities of GWs who utilize resources as described in this Article, nor will the university inquire or maintain official documentation of a GW's legal or immigration status outside of what is mandated by Law. If requested by a GW, the University will provide any supporting evidence or documentation regarding employment, residence, and/or enrollment without question and will respect the GW's right to privacy. The University shall provide any supporting evidence needed for various government applications including but not limited to Advance Parole and/or travel, DACA renewal, asylum, Withholding of Removal and shall cover the cost of filing.

Additionally, regardless of immigration or documentation status, GWs maintain the right to travel as any other GW for work- and professional development-related purposes (i.e. conferences, training, networking events) and will not be unreasonably denied by the University on the premise of their immigration or documentation status.

Section 4. International Graduate Workers. WPI International House (IH) shall continue to advise international GWs on visa issues as they relate to the academic and/or employment relationship with the University and maintain programming to aid international graduate workers with integration into U.S. living by:

- a. maintaining reasonably sufficient in-house IH staff to support the international GW population;
- b. maintaining an up-to-date handbook of resources including but not limited to housing information, American healthcare system, taxes, immigration, and cultural norms;
- c. providing responses to GW inquiries via phone, email, or in-person appointment and/or walk-in within 24 hours;
- d. maintaining a 24/7 emergency helpline.

If a GW identifies additional programming that can enhance their work and/or professional development, they may propose such programming to the University and/or IH for good-faith consideration. If approved, such programming will be provided at no cost to the GW and shall be considered part of the required workload of the GW.

Section 5. Immigration Attorneys and Legal Resources. The University shall retain a readily available attorney at no cost to the GW to advise and guide GWs with international and/or vulnerable immigration status on complex immigration issues or provide immigration advice.

Additionally, the University shall invite immigration attorneys to visit campus, either in-person or virtually, once each semester to discuss relevant topics including but not limited to the repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations as well as to provide legal advice on H visas and green card processes. The University agrees to

take reasonable efforts to record any such presentation for additional viewing and/or make available live streaming, provided that the immigration attorney(s) consent(s) to such recording.

Section 6. English As A Second Language. The Union-Management Committee shall take recommendations on English-language needs, the availability and effectiveness of resources currently available such as the English as a Second Language Program, the Writing Center, and Communication Across the Curriculum (Cx) and other Morgan Teaching Center programs from the Union as well as other international student organizations on campus (i.e. East Asia Hub, Chinese Student and Scholar Association, etc.) into consideration.

If a GW identifies additional ESL or communication programming that can enhance their work, they may propose such programming to the University for good-faith consideration. If approved, such programming will be provided at no cost to the GW and shall be considered part of the required workload of the GW.

Any ESL courses will be provided to international GWs at no cost to them.

Section 7. Non-Resident and Non-Citizen Graduate Worker Assistance Fund. Effective upon contract ratification, the University shall establish a Non-Resident and Non-Citizen Graduate Worker Assistance Fund in the amount of \$100,000 for each fiscal year of this Agreement. GWs with international and/or vulnerable immigration status may apply for reimbursement of immigration related and emergency expenses.

Distribution of any funds shall be made in accordance with procedures, policies and requirements established by the Union, subject to the approval by the University. Detailed documentation of fund expenditures is subject to Sections 2 & 3. The Union may request an annual report.

Unexpended funds shall be rolled over from one year to the next for the duration of this Agreement.

Section 8. Work Authorization and Documentation. The University shall complete work authorization documentation for which the University is responsible in a timely manner so that GWs do not experience delayed start dates, paychecks or benefit coverage. No GW covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the GW's name or social security number or temporary breaks in employment as per Section 10.

Section 9. In cases where a GW is unable to return to the United States as a result of their immigration or documentation status, and for reasons outside of their reasonable control (e.g., administrative processing), the University shall undertake every reasonable effort to arrange for the GW to perform their duties outside the U.S.

Section 10. In the event that a GW is not authorized or is no longer authorized to work in the United States of America and the GW's employment is terminated for this reason, the University agrees to meet with the Union and the GW to make every reasonable efforts to re-employ the GW into their prior position or another comparable position if their previous position is

unavailable. The University shall make every reasonable effort to re-employ the GW as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a GW.

The University shall provide any GW terminated because they are not authorized to work in the United States of America, a mutually drafted notice that includes a copy of this Section of the Agreement and information about the union. The University shall provide notice to the Union within one (1) day of a GW's termination due to their work authorization status.

The GW shall maintain all rights, protections and benefits under this Agreement for the remainder of their appointment or until re-employed.

Section 11. Immigration Leave. See Article Leaves, section ____.