

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 immigration status founded upon good faith communication and discussion of problems, and possible solutions. The Union-Management Committee shall discuss general matters relating to GWs with international immigration status in the workplace but not matters specific to an individual GW.

Should any change in laws or regulations relevant to GWs with international 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 Union management Committee 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 without the consent of the GW.
- c. 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.

**Section 3.** Immigration Attorneys and Legal Resources. The University shall maintain a list of attorneys and agencies, including pro bono agencies, for referral on immigration questions.

**Section 4.** English as a Second Language. In circumstances where an assessment by WPI or a designated third party identifies ESL as an area of development for a TA or RA that would improve effectiveness of their job performance, ESL coursework will be made available by WPI at no cost to the TA or RA, and the TA or RA will be required to complete such coursework. The Union-Management Committee shall make recommendations on GW need for support with English-language skills.

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.

**Section 5.** Work Authorization and Documentation. GWs shall cooperate with the University in completing work authorization documentation in a timely manner. 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.

**Section 6.** 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 efforts to re-employ the GW as soon as feasible after they obtain work authorization or immigration status that lawfully allows them to work as a GW and assuming available positions.