

ARTICLE __

Non-Resident and Non-Citizen Graduate Worker Rights and Protections~~International Graduate Workers~~
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 shall discuss general matters relating to GWs with international ~~and/or vulnerable~~ 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 ~~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 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, including 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 about the residence or location of the GW, such as 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. The University shall not voluntarily ~~give permission to~~ allow ~~representatives of any any federal immigration agent or a Department of Homeland Security (DHS) agent governmental agency~~ to enter WPI buildings without ~~permission or~~ legal process.
- d. If representatives of the ~~The~~ University learn that will request that a federal immigration agent or a Department of Homeland Security (DHS) agent is seeking 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, then the University representative will request that the agent comply with legal requirements before they ~~may be allowed to~~ interrogate, search or ~~siezes~~ seize the person or property of such any GW. ~~while the GW is working on the University's premises and under the University's control.~~
- e. In the event that the University is served with a valid ~~ly executed S~~ search or ~~A~~ arrest warrant by DHS and that DHS agents are seeking to question a GW on University

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

premises, the University shall request that any arrange for a questioning of GWs to on the University's premises occur in as private a setting as possible. in the workplace.

- f. The University will notify the Union within one (1) calendar business day after 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. If requested by a GW, ~~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.~~

Section 4. International Graduate Workers. Nothing in this Article shall preclude WPI International House (IH) from continuing 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.

Section 5. Immigration Attorneys and Legal Resources. The University shall maintain a list of attorneys and agencies, including bono agencies, for ~~on~~ immigration questions.

Section 6. 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 7. 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 arrange explore opportunities for arrange for the GW to perform their duties outside the U.S.

Section 8. 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 efforts 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, in a form acceptable to the University and the Union, that includes a copy of this Section of the Agreement and contact information about

the union. The University shall provide notice to the Union within one (1) calendar business 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. ~~The GW shall maintain all rights, protections and benefits under this Agreement for the remainder of their appointment or until re-employed.~~