

ARTICLE 16 IMMIGRATION

- A.** No employee covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the employee's name or social security number.
- B.** 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 employee while the employee is working on the University's premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of employees to occur in as private a setting as possible in the workplace. The University will notice the Union, as legally permitted, if the University learns of an immigration investigation regarding an employee or if federal immigration or DHS agents seek to question, search, or detain an employee on University premises. The University will notify the Union as soon as possible if it becomes aware of immigration officers on campus.
- C.** The University will furnish to any employee terminated because they are not authorized to work in the United States of America, a copy of this Section of the Agreement.
- D.** The University shall grant employees leave time, in accordance with Article 18 – Leaves, when given one weeks' prior notice to attend any appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the employee, spouse, domestic partner, child or parent. The University may require proof of the appointment and/or hearings and proof of the family relationship.

E. IMMIGRATION-RELATED DISRUPTIONS TO EMPLOYMENT

- 1. Loss of Work Authorization and/or Immigration Status: In the event that an employee is not authorized to work in the United States of America, the University may place the employee on an unpaid leave of absence. The employee will remain on an unpaid leave of absence through the release process described in Section E.2 below but no longer than the end date of the appointment.
- 2. Release Process for Loss of Work Authorization
 - a. Employees who are placed on unpaid leave of absence as per Section E.1 shall be given a written notice of the intent to release. The notice shall:
 - i. state how the employee has failed to comply with work authorization requirements;
 - ii. state that the employee has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice of intent, either orally or in writing; and,
 - iii. state the effective date of the action.
 - b. If the employee meets the legal requirements of providing work authorization to the University during the response period, then the University will withdraw the notice of intent to release.

- c. If no response is received by the University or the employee cannot comply with the work authorization requirements during the response period, the employee's appointment shall end on the date set forth in the notice of intent to release.

3. Reestablishment of Employment

- a. If the employee is able to obtain work authorization that permits them to work in a bargaining unit position within the time of their original appointment period, the University shall reinstate the employee as soon as practicable. In the event that the position is no longer available, the employee shall be placed in another appointment at the classification and equivalent compensation level offered and accepted, or receive equivalent compensation in lieu of the position for the remainder of the appointment period at the level offered.
- b. If the employee is not able to obtain work authorization that permits them to work in a bargaining unit within the time of their original appointment period, the University agrees to meet with the Union and the employee to make reasonable efforts to re-employ the employee for the following academic term provided the employee has made reasonable efforts to obtain valid work authorization. To be re-employed, the employee must provide valid work authorization.

4. Temporary Appointments

- a. If an employee is hired to cover the work of another employee who is on unpaid leave of absence or released from their appointment in accordance with Section E of this Article, that employee shall be considered to be in a Temporary Appointment.
 - b. Employees in Temporary Appointments shall be given a Written Notice of Appointment that states that their assignment is temporary, the expected duration of the appointment, and that they shall not have appointment security under Article 03A – ASE Appointment Security or Article 03B – GSR Appointment Security.
 - c. If the Temporary Appointment will end prior to the expected duration as stated in the Written Notice of Appointment, the employee in the Temporary Appointment shall be given a minimum of ten (10) business days of notice of the new end date of their Temporary Appointment.
 - d. A Temporary Appointment shall not last longer than the academic term in which it was initiated.
5. In the event that the immigration status of an employee on an F-1 or J-1 visa is revoked, the employee can request a Certificate of Eligibility (I-20 or DS-2019) to apply to regain status and other available support through their location's designated office. The University will not unreasonably deny such a request when the employee's immigration status has been revoked through no fault of their own, and any determination of reasonableness shall be based on the information available to the University at the time the request is considered.

6. If the University becomes aware of changes to the immigration status of an employee that could impact their terms of employment, the University shall notify the employee and the Union as soon as practicable.

- F. Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of 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 parties shall meet, in accordance with Section I below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements. The University may need to comply with the law irrespective of its obligation to meet with the Union.

G. SOCIAL SECURITY NO-MATCH LETTERS

The University shall not take any adverse employment action against an employee solely on the basis of the receipt of a social security no-match letter. The University will work with the employee in good faith to verify the employee's accurate social security number.

- H. The University shall not release an employee's immigration status or related information contained in personnel files without the employee's consent, unless required by federal or state law or pursuant to a judicial warrant or subpoena. The University shall notify the Union of all such requests unless prohibited by law. In the event the request is specific to an employee, the University shall notify the employee named in the request and the Union unless prohibited by law.

I. JOINT LABOR MANAGEMENT COMMITTEE

The University and the UAW shall use the labor management meeting process in accordance with Article 17 – Labor Management Meetings to discuss issues arising from this Article and any changes in federal immigration law as they pertain to conditions of employment as described in Section F.

J. IMMIGRATION LEAVE

1. In accordance with Article 18 – Leaves, employees may take up to three (3) weeks of unpaid leave to travel outside the United States of America to apply for a F-1 or J-1 visa or to seek other forms of immigration relief, provided they give thirty (30) days' notice to their supervisor and the need for travel for a qualifying reason is verified by the International Students and Scholars Office (or equivalent).

2. Potential for Pay During Immigration Leave

To receive pay during an approved Immigration Leave, as long as they remain authorized to work in the United States of America, employees may use their available paid leaves as follows:

- a. Employees appointed under Teaching Assistant, Associate Instructor, Reader, or Tutor titles, where eligible, may use available Short-Term Leave (STL) and one week of available Long-Term Leave (LTL).

- b. Employees appointed under GSR titles, where eligible, may use available Short-Term Leave (STL), available Paid Time Off (PTO), and one week of available Long-Term Leave (LTL).
- 3. The maximum Immigration Leave available under this Article is three (3) weeks, whether paid or unpaid, in any rolling twelve (12) month period. The University may, at its sole discretion, approve additional unpaid leave for these purposes.
 - a. Immigration Leave must be taken in one-week blocks.
 - b. The employee shall record and/or track the time taken and provide and/or enter such information upon request.
- 4. Unless legally required to appear at a specific date and time, employees will make best efforts to schedule appointments related to F-1, J-1, or other immigration matters at times between academic terms, or as otherwise pre-approved by their supervisor.