

Article XX

Non-resident and Non-citizen Graduate Student Worker Rights

Section 1. Equal Status Clause. The University recognizes the right for all GSWs to join a union regardless of a GSW's citizenship and immigration or documentation status.

Section 2. Ongoing Communication. The parties to this Agreement pledge themselves to a cooperative effort on the topic of GSWs with international immigration status founded upon good faith communication and discussion of problems, solutions, and prevention. This includes but is not limited to:

- a. The Labor-Management Committee shall discuss general matters relating to GSWs with international immigration status in the workplace.
- b. Upon any change in laws or regulations relevant to GSWs 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), Occupational Professional Training (OPT), 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 occurs, then, at either party's request, the University and Labor Management Committee shall meet to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.
- c. Once per year the Union representatives of the Labor Management Committee will meet with representatives of the Office of Global Services. This meeting does not count towards the agreed upon amount of Labor Management Committee sessions per year as defined in Article X: Labor Management Committee.

Section 3. Privacy Protections. 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 University community.
- (b) Except as required by a lawful subpoena, the University will not provide any immigration or personal information about the residence or location of the GSW, such as temporary or permanent home address, contact information, workplace, or work schedule to any governmental agencies without the consent of the GSW.
- (c) The University shall not permit any federal immigration agent to enter University property.
- (d) If representatives of the University learn 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 GSW while the GSW 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 interrogate, search or seize the person or property of such GSW.

- (e) In the event that the University is served with a valid search or arrest warrant by DHS and that DHS agents are seeking to question a GSW on University premises, the University shall request that any questioning of GSWs on the University's premises occur in as private a setting as possible.
- (f) The University will notify the Union within one (1) calendar day after the University learns of an immigration investigation regarding a GSW.

Section 4. Equal Workload. International GSWs are to be given the same distribution and quality of work as non-international GSWs.

Section 5. Document Request. If requested by a GSW, the University will provide any supporting evidence or documentation to that GSW regarding their own employment, residence, and/or enrollment, and will respect the GSW's right to privacy.

Section 6. Immigration Attorneys and Legal Resources. The University shall continue to maintain a list of attorneys and agencies, including pro bono agencies, for immigration questions.

Section 7. The University shall establish a fund of \$675,000 per calendar year for international GSWs to be reimbursed for: VISA application fees, immigration related legal fees, payment for legal representation, immigration related travel, and other immigration related expenses. Each GSW can request up to \$1800 per event.

Section 8. Attorney Access. International students are to be given access to an attorney who can provide information on their rights, a minimum of once per semester, whether it is part of an orientation or not.

Section 11. Work Authorization and Documentation. The University shall cooperate with the GSW in completing work authorization documentation in a timely manner. No GSW covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the GSW's name or social security number.

Section 12. English as a Second Language. The University is to continue to make available links to off campus for English as a Second Language (ESL) resources and classes in addition to providing an on campus ESL tutoring with the office of Global Student Success and the International Tutoring Center.

Section 13. Inability to Return. In cases where a GSW 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 reasonable efforts to arrange for the GSW to perform their duties outside the U.S. when legally permissible.

Section 14. Loss of Status. The University shall provide any GSW terminated because they are not authorized to work in the United States of America, a 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 day of a GSW's termination due to their work authorization status. If return of status is impossible or unlikely, then the University will assist them in continuing their education at an equivalent international university. Assistance includes but is not limited to the timely and without holds providing academic transcripts, and academic records, placement in an international Northeastern campus, and supporting remote work if applicable.

Section 15. Expedited Grievances. If the visa status of an international student is threatened by the dismissal of that student as a GSW, any grievance may be filed directly to arbitration and the University and the Union shall expedite the grievance and arbitration process so that the grievance and arbitration process will be completed before the GSW loses their visa status.

Section 16. Existing Benefits for International Graduate Student Workers. Nothing in this Article shall preclude the University from continuing to offer benefits or advise international GSWs on visa issues as they relate to the academic and/or employment relationship with the University. All existing tools, advising, or benefits for International GSWs shall continue until bargained otherwise.

Section 17. Insurance Benefits for International Graduate Student Workers. International GSWs are to be given the same insurance benefits as non-international GSWs.

Section 18. Timely Response. Visa work authorization (e.g., Curricular Practical Training (CPT), Optional Practical Training (OPT), and Science, Technology, Engineering, and Medicine OPT) for international students and alumni to accept internships and co-ops shall be responded to within one (1) week of submitting.