

Article XX

International~~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 collaborative ~~operative~~ effort on the topic of GSW terms and conditions of employment through the Labor Management Committee or other applicable avenues of communication for international immigration status in the workplace for GSWs ~~and other GSWs~~, consistent with the negotiated terms of this Agreement. ~~with international immigration status founded upon good faith communication and discussion of problems, solutions, and prevention. This includes but is not limited to:~~ The Labor-Management Committee shall discuss general matters relating to GSWs with international immigration status in the workplace. Additionally, 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.

- ~~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) The University will provide ~~advanced~~ notice with one (1) calendar day to any GSW of a subpoena ~~or any investigation~~ from a governmental agency seeking information

about the ~~GSW student that is governed by FERPA.~~

- (c) 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.
- (d) The University shall not permit any federal immigration agent to enter University property, except as required by lawful subpoena.
- (e) 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. ~~The Union shall engage in efforts to educate bargaining unit members about how to respond consistent with applicable law to a federal immigration agent who seeks to question them or seize any of their property while working on University premises, including as applicable, asking that the federal agent comply with legal requirements before any questioning or seizing of property.~~
- (f) In the event that the University is served with a ~~valid~~valid search or arrest warrant by DHS ~~and that DHS agents that has not been invalidated~~invalided by a court of competent jurisdiction ~~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.
- (g) The Union shall engage in efforts to educate bargaining unit members that if they are made aware of an immigration investigation about them that the bargaining unit member should contact the Union to let the Union know of the investigation. ~~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 shall have the same rights under this Agreement ~~are to be given the same distribution and quality of work as non-international GSWs concerning work assignments~~ and are to be given the same distribution and quality of work.

Section 5. Document Request. The University will ~~continue its practice of assisting~~ international GSW students by providing documents regarding their own employment, residence,

~~and/or enrollment, and/or enrollment. Unless required by law, the University will respect GSW privacy regarding these documents by receiving informative consent from the GSW. necessary for immigration matters, and will respect privacy rights of GSWs consistent with all applicable laws. 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 other immigration resources ~~agencies, including pro-bono agencies, that students may choose to contact~~ 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. At least once per semester, the University will sponsor an immigration clinic where GSWs may sign up to speak to an immigration attorney.

~~**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 and consistent with applicable law ~~in a timely manner~~. No GSW covered by this Agreement shall suffer any loss of seniority or compensation, due solely to any legal changes in the GSW's name or changes to social security number consistent with applicable law.

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. The University will continue to offer support and resources for international graduate students through the Office of Global Services and other relevant offices.

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), and due to no fault of their own, the University shall ~~consider whether it is possible to~~ reasonable efforts to ~~to undertake reasonable efforts to make~~ arrange for the GSW to perform their duties outside the U.S. when legally permissible, and if possible, shall undertake reasonable efforts to arrange for temporary performance of services so long as any remote work can satisfy the requirements of the

GSW student's assignment. and is consistent with the needs of any project and project/funding conditions as applicable.

Section 14. Loss of Status. The University shall provide any GSW terminated because they are no longer authorized to be 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 campus. 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 or employment status of an international student is threatened by the discipline and/or dismissal of that student as a GSW, the Union may utilize the expedited grievance procedure outlined in Article XX: Grievance and Arbitration. The parties agree that the University will refrain from making changes to the visa or employment status of said International GSW until the grievance and arbitration process has resolved.

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 any employment relationship with the University. All existing tools, advising, or benefits for International GSWs shall be maintained for the life of this agreement, or shall be replaced with similar equivalents.

Section 17. Insurance Benefits for International Graduate Student Workers. International GSWs are to be given the same insurance benefits as non-international GSWs, subject to the terms of their admission and funding commitment, and the applicable terms of this Agreement.

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 GSWs to accept internships and co-ops shall be responded to within one (1) week of submitting.