Article 27: Immigration

27.1. Immigration Support

27.1.1 University International Offices can advise an ASE generally on visa issues as they relate to the academic and/or employment relationship with the University.

a. The University and the Union shall jointly host workshops twice a year with immigration attorneys on visa and immigration options for Academic Student Employees.

b. University International Offices shall maintain a list of attorneys and agencies for referral if an ASE has a complex immigration issue or if the ASE is in need of immigration advice that is not related to their academic and/or employment relationship with the University.

27.1.2 ~~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 ASE while the ASE is working on the University's premises and in the University's employ.~~ In the event that the University is served with a validly executed Search or Arrest warrant, the University shall request that ~~arrange for~~ any questioning of ASEs at University facilities ~~to~~ occur in as private a setting as possible in the workplace. The University will notice the Union (unless prohibited by law) if the University learns of an immigration investigation regarding an ASE.

27.1.3 The University shall ~~grant~~ work with ASEs ~~leave time, when given one weeks' prior notice to attend~~ to accommodate any appointments and/or hearings with respect to immigration or citizenship status of the employee, spouse, domestic partner, child, or parent. These accommodations may include granting leave time.

27.1.4 All fees associated with applying for or renewing a visa will be paid or reimbursed by the University on behalf of ASEs. These costs include but are not limited to filing/consular fees including any additional required documentation, ~~travel from/to the consulate for appointments, meals,~~ and accommodation for the duration of the visa interview and stamp processing, if required.

27.2 Work Authorization

27.2.1 No ASE covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the ASE's name or social security number.

27.2.2 The University will make whole any ASE who suffers a loss due to the University's failure to process work authorization paperwork.

27.2.3 In cases where an ASE is unable to return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (e.g., administrative processing), the University shall undertake reasonable efforts to arrange for the ASE to perform their duties outside the U.S. until such time as either the ASE can no longer work effectively by remote or is not making sufficient academic progress to maintain student (and thus ASE) status.

27.2.4 If the University is not able to lawfully ~~employ or~~ continue to employ an ASE as a result of the ASE's immigration status, the University agrees to meet with the ASE and their Union representatives to discuss potential re-employment into their prior position or another position if they re-establish eligibility for employment. ~~their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the ASE as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as an ASE.~~

~~**27.2.5** The University will provide a copy of this Section of the Agreement to any ASE who is terminated because they are not authorized to work in the United States of America.~~

27.3 English Proficiency

27.3.1 The oral English proficiency test will be administered by the University at no cost to ASEs. Information about this test and the University's policy regarding spoken English proficiency shall be made available on each campus unit website. In addition, all incoming international students who have instructional responsibilities will be notified of the policy upon their arrival on campus.
27.3.2 If ASEs are required to participate in spoken English improvement classes provided by the University, the classes shall be provided at no cost to ASEs.

~~**27.4** 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 E below, to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.~~

~~**27.5 Union-Management Committee** – the University and the UAW shall use Union-Management meetings to discuss issues arising from this article.~~

27.56 Housing Support. In the event that an international ASE who is relocating to the U.S to work for the University is unable to secure affordable accommodation, the University shall provide temporary on-campus housing (or a suitable equivalent) at all of its campuses for a

period of one month, the cost of which shall not exceed 30% of the ASE's income. In the event that the housing provided is off-campus, the university shall reimburse the ASE for the full cost of the temporary housing.