

Note: Sections 1 and 8 are in response to the University's prior language.

Sections 4 and 5 are unchanged by University or Union.

All other sections are reasserted, and changes (in Section 2 and 7) are relative to the Union's prior language.

ARTICLE XX - IMMIGRATION, NON-CITIZEN WORKERS, AND INTERNATIONAL GRADUATE WORKERS RIGHTS

Section 1. The University is committed to providing a safe, welcoming, and equitable environment for all members of the bargaining unit, regardless of immigration status.

The University recognizes that the right to join a union and the right to union representation is irrespective of a GSE's immigration or documentation status. ~~The parties to this Agreement pledge themselves to a cooperative effort on the topic of non-citizen immigration status founded upon good faith communication and discussion of problems, solutions, and prevention.~~ The parties to this Agreement pledge themselves to a cooperative effort on the topic of non-citizen immigration status founded upon good faith communication and discussion of problems, solutions, and prevention. The Union-University Committee may discuss matters relating to the topic of GSEs with non-citizen immigration status in the workplace.

~~Should any change in laws or regulations relevant to GSEs with non-citizen immigration status or this Article occur, including but not limited to repeal of the Deferred Action on Childhood Arrivals (DACA) program, rescinding of Temporary Protected Status (TPS), travel bans, SEVIS status changes, 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 either party's request, the University and Union shall meet and bargain over the new requirements.~~ Should any change in laws or regulations relevant to GSEs with non-citizen immigration status or this Article occur, including but not limited to repeal of the Deferred Action on Childhood Arrivals (DACA) program, rescinding of Temporary Protected Status (TPS), travel bans, SEVIS status changes, 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 either party's request, the University and Union shall meet and bargain over the new 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 UVM community.

- b. Except as required by law, the University will not voluntarily provide any immigration or personal information about the residence or location of a GSE, such as temporary or permanent home address, contact information, workplace, or work schedule to any governmental agencies without the consent of the GSE.
- c. The University will only comply with governmental requests, including requests to enter University-controlled workplaces, to the extent strictly required by law.
- d. The University will provide documentation of the designation of University premises as private or semi-private.
- e. If representatives of the University learn that a federal immigration agent is seeking to interrogate, search, or seize the person or property of any GSE while the GSE is working on University premises and under the University's control, then the University representative will ~~request~~ make a reasonable effort to ensure that the agent comply with legal requirements before they interrogate, search, or seize the person or property of the GSE.
- f. The University will notify the Union within one (1) day of the University learning of an immigration investigation regarding a GSE.

Section 3. If requested by a GSE, the University will provide any supporting evidence or documentation to that GSE within three (3) days of request regarding their own employment, residence, and/or enrollment, and will respect the GSE's right to privacy.

Section 4. Nothing in this Article shall preclude the University from continuing to provide international GSEs with resources and programming on visas.

Section 5. The University shall continue to provide support, resources, and guidance to bargaining unit members consistent with state and federal law and University practices on international students. The University will maintain the confidentiality of students' immigration records in compliance with the law. The University shall maintain a list of resources around immigration and visa questions.

Section 6. No GSE covered by this Agreement shall suffer any loss of compensation due to any legal changes in the GSE's name or social security number.

Section 7. In cases where a GSE 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 arrange for the GSE to perform their duties outside the U.S. when legally permissible and operationally feasible.

Section 8. In the event that a GSE is not authorized or is no longer authorized to work in the

United States of America and the GSE's employment is terminated for this reason, the University shall meet with the Union and the GSE, and shall ~~re-employ the GSE as soon as possible~~ make reasonable efforts to employ the GSE as soon as possible after the GSE obtains work authorization or immigration status that lawfully permits them to work as a GSE so long as such authorization occurs within 1 year from the loss of authorization.

The University shall provide any GSE, terminated because they are not authorized to work in the United States of America, a notice (Appendix __) in a form acceptable to the University and the Union, that includes a copy of this Section of the Agreement and contact information for the Union. ~~To the fullest extent permitted by law, the~~ To the fullest extent permitted by law, the University shall provide notice to the Union within three (3) business days of a GSE's termination due to their work authorization status, ~~so long as such notification can be made in compliance with FERPA and any other legal restrictions.~~

Section 9. The University will follow federal law and policy as it relates to Curricular Practical Training (CPT) and Optional Practical Training (OPT) for GSEs on F-1 visas. CPT and OPT requests will not be arbitrarily denied. The University shall not retaliate if a GSE elects to use these benefits.