

ARTICLE __: INTERNATIONAL AND NON-CITIZEN STUDENT WORKERS

- a. The College recognizes that the right to join a union exists under the National Labor Relations Act irrespective of a bargaining unit employee's immigration or documentation status. The Parties to this Agreement pledge themselves to a cooperative effort on the topic of international immigration status founded upon a good faith communication and discussion of problems, solutions, and preventions of harm. As such, the College and the union shall discuss general matters relating to international and non-citizen student workers immigration status in the workplace, but not matters specific to an individual student worker, upon either party's request.
- b. The College commits to the following:
 - i. The College shall comply with all applicable laws, including laws regarding the protection of the privacy of all members of Dartmouth's community. Except as required by law, legal process, court subpoena or regulations governing visa programs, the College will not voluntarily and willfully provide any immigration or personal information about the residence or location of any student worker, such as temporary or permanent home address, contact information, workplace, or work schedule to any governmental agencies without the student worker's expressed consent.
 - ii. Except as required by law, legal process, court subpoena, regulations governing visa programs, and only once provided with a warrant signed by a district court judge, the College shall not permit any federal immigration agent to enter buildings the College owns or grant access to spaces it leases.
 - iii. Except as required by law, legal process, court subpoena or regulations governing visa programs, the College will notify the Union within one (1) calendar day after the College learns of an immigration investigation involving a student worker without violating the privacy of the student worker under investigation by notifying the union of the investigation without disclosing the identity of the student worker under investigation or any information about them.
- c. The College's Office of Visa and Immigration Services (OVIS) provides support and helps advise student workers generally on visa issues as they relate to the academic and/or employment relationship with the College. The College does not provide legal advice to student workers, but OVIS can help refer student workers to attorneys and agencies for complex immigration issues or if the student worker is in need of immigration advice unrelated to the student worker's academic and/or employment relationship with the College. If a student worker retains an outside attorney, financial aid to cover legal expenditures necessary for students to maintain their education and employment status will be determined by and proportional to their existing financial aid package. Such requests for financial assistance will not be unreasonably denied.

- d. Student workers shall have the right to reasonable time off without loss of pay in order to attend visa and immigration proceedings for themselves or their spouse or children. Workers shall make such requests with as much advance notice possible and, if requested, provide supporting documentation to the College. Such requests shall not be unreasonably denied.
- e. Effective two months after the ratification of this contract, the College shall establish an International and Non-Citizen Employee Accounting and Legal Assistance Fund in the amount of \$15,000 per year.
 - i. Employees who are resident or non-residents for tax purposes may apply for reimbursement from the fund for any out-of-pocket legal or related expenses.
 - ii. Distribution of any funds shall be made in accordance with procedures, policies, and requirements established by the Union, subject to approval by the College.
 - iii. Unused funds will be rolled over to the next academic year, but the total rollover allowed in any academic year cannot exceed 80% of the fund amount of the prior academic year.