

1 **ARTICLE 27. SUPPORT AND RESOURCES FOR ~~INTERNATIONAL~~ NON-CITIZEN GEs**

2 GTFF Proposed Language | ~~GTFF deletion~~ | UO Proposed Language | ~~UO deletion~~ |
3 Agreed Upon Language | Status Quo
4

5 **Section 1. The University is committed to supporting non-citizen GEs in addressing their**
6 **needs. Support in the contract includes but is not limited to:**

- 7 a. Non-Discrimination (ARTICLE 8);
8 b. Health Insurance (ARTICLE 24);
9 c. Support Services (ARTICLE 25);
10 d. Leaves (ARTICLE 29);
11 e. Graduate Student Assistance Fund (ARTICLE 30);
12 f. GE Training and Professional Development (ARTICLE 31);
13 g. Immigration and Custom Enforcement (ARTICLE 35).

14
15 **Section 2.** For those GEs who pay a SEVIS fee and a visa application fee to attend their current
16 graduate program at the University of Oregon and who are employed as GEs in the term in
17 which they matriculate in their current graduate program, the SEVIS and visa fees paid by the
18 GE will be reimbursed upon proof of payment unless those fees have already been paid or
19 reimbursed by another source. Instructions on how to obtain reimbursements will be posted on
20 the Division of Graduate Studies website. GE hiring units will provide a link to this procedural
21 information.
22

23 **Section 23.** The University shall provide free access to state and federal tax filing software to all
24 non-citizen international graduate students who have held GE positions in the relevant tax
25 year. Instructions on how to access this software will be sent to all non-citizen international
26 graduate students at least one month prior to the filing deadline.
27

28 The Division of Graduate Studies shall send email notifications regarding tax filing
29 requirements to all non-citizen graduate students in January, February, March and April
30 of every year.
31

32 The Division of Graduate Studies shall maintain a website which consolidates
33 information regarding nonresident and resident tax filing requirements. The website shall
34 list information including but not limited to:

- 35 • Any tax filing workshops offered by the University;
36 • Resources for tax filling support programs in Oregon such as Volunteer Income
37 Tax Assistance program;

- 38 • Updated tax filing requirements for the relevant tax year.

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40 **Section 34.** Financial Assistance for Non-Citizen Graduate Students

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42 ~~International GEs are eligible for financial assistance through the Graduate Student~~
43 ~~Assistance Fund as outlined in ARTICLE 30.~~

44 Effective upon contract ratification, the University shall establish a Non-Citizen Graduate
45 Student Accounting and Legal Assistance Fund in the amount of \$25,000. If the Fund's
46 total reserves fall below \$12,500, the University shall make a payment of \$12,500 to the
47 Fund.

48

49 Graduate students who are resident or non-resident aliens for tax purposes may apply
50 for reimbursement from the fund for any out-of-pocket tax-related expenses, immigration
51 and legal expenses, or other costs incurred from any immigration issues that affects the
52 graduate student's ability to work at the University.

53

54 Graduate students will be informed of the decision of their application within ten (10)
55 business days of their application receipt by the Division of Graduate Studies. As long as
56 sufficient money remains in the Fund, applications shall not be unreasonably denied.

57

58 **Section 45.** Under ARTICLE 31, Section 4, the University shall provide an optional training
59 program aimed at international GEs that addresses U.S. workplace communication and cultural
60 adaptation strategies.

61

62 **Section 56.** Information on UO housing opportunities and application deadlines will be provided
63 at the time of their offer.

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65 **Section 67.** International GEs may contact International Student & Scholar Services (ISSS) or
66 their program of admission about the provision of a mailing address. Information on obtaining a
67 UO mailing address and mailing address guidelines will be provided at the time of their offer.

68

69 **Section 8.**

- 70 a. GEs may choose to have a Union representative or other support person in all
71 matters related to immigration or work authorization status.
72 b. GEs shall have the right to ten (10) working days of paid leave per year in order to
73 attend visa and immigration proceedings and any other related matters for the GE
74 and their family.

- 75 c. The University shall not discipline or discharge a GE who is unable to perform
76 work duties due to arrest, detention, incarceration, or temporary national
77 expulsion by law enforcement pursuant to their citizenship or immigration status.
78 Any time away from work due to aforementioned reasons shall be treated as paid
79 administrative leave for up to one hundred fifty (150) calendar days, where not
80 prohibited by law. In the case where the law prohibits the University from placing
81 the GE on paid administrative leave, the GE shall be placed on unpaid
82 administrative leave until the conclusion of the above criminal/immigration
83 process. GEs on administrative leave under this provision shall remain eligible for
84 all contractual benefits and resources, except where prohibited by law.
85 d. If the University is notified by a government agency of, or becomes aware of, any
86 changes in work authorization status of a GE, including but not limited to SEVIS
87 record termination, the University shall notify the affected GE within forty-eight
88 (48) hours of receiving such notice and shall inform the affected GE of their right
89 to notify the Union. GEs shall have at least fourteen (14) calendar days to present
90 documents, including but not limited to those listed on Form I-9, to establish their
91 work authorization. The University shall not change the GE's student or employee
92 status until this fourteen day period has passed or all attempts to re-establish
93 work authorization have been exhausted, whichever is later.
94 e. When the University receives a notification from a governmental agency that a GE
95 whose employee name or social security number does not match the information
96 in the Social Security Administration (SSA)'s records, the University shall notify
97 the affected GE within forty-eight (48) hours of receiving such notice.
98 f. GEs are entitled to up to one hundred fifty (150) calendar days of unpaid, job-
99 protected leave for immigration-related issues, with reinstatement without loss of
100 guaranteed years of funding. No GE actively seeking work authorization shall be
101 terminated while on such leave.

102
103 Section 9.

104 In cases where a GE is unable to enter the United States because of federal action or
105 policy related to immigration status, the University shall not terminate the affected GE's
106 academic or employment status, except where required by law.
107

108 In cases where a GE is unable to enter the United States because of their immigration
109 status or for reasons outside of their reasonable control (e.g., administrative
110 processing), the University agrees to meet remotely with the GE to discuss their situation
111 and options for potential reemployment to their prior position or another position if their
112 previous position is unavailable. At the GE's request, a Union representative or other
113 support person may be present at such meetings.
114

115 The University agrees to re-employ the affected GE as soon as possible after they obtain
116 work authorization or immigration status that lawfully permits them to enter and work in
117 the United States.

118

119 In cases where a GE is unable to safely work on campus as a result of their immigration
120 status, the University shall undertake reasonable efforts to arrange for the GE to perform
121 their duties off-campus.

122

123 Section 11. Recognizing that changes in law or jurisprudence can affect the details of
124 this article, the University agrees to meet and bargain over this article at the request of
125 the Union.