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**ARTICLE XX**  
**IMMIGRATION AND WORK AUTHORIZATION**

**A. IMMIGRATION SUPPORT**

1. **OIS and Legal Support:** The Office of International Services (OIS) may advise GSWs generally on visa issues as they relate to the academic and/or employment relationship with the University
  - a. OIS and the Union shall jointly host workshops twice a year with immigration attorneys on visa and immigration options for GSWs
  - b. OIS shall maintain a list of attorneys and agencies for referral if a GSW has a complex immigration issue or if the GSW is in need of immigration advice that is not related to their academic and/or employment relationship with the University
2. **International Graduate Student Worker Assistance Fund**
  - a. Effective upon ratification, the University shall establish an International Graduate Student Worker Assistance Fund in the amount of \$50,000 for each fiscal year of this Agreement. GSWs who are resident or non-resident aliens for tax purposes may apply for reimbursement of immigration and legal expenses if the legal matter involves an immigration issue that directly affects the GSW's ability to work at the University.
  - b. The fund shall increase by \$5,000 for each year of the Agreement.
  - c. Distribution of any funds shall be made timely and in accordance with procedures, policies and requirements established by the Union, subject to approval by a joint committee consisting of a University and Union representative. Unexpended funds shall be rolled over from one year to the next for the duration of this Agreement.
3. **Department of Homeland Security:** 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 GSW while the GSW is working on the University's premises and under the University's control. In the event that the University is served with a validly executed Search or Arrest warrant, the University shall arrange for a questioning of GSWs to occur in as private a setting as possible in the workplace. The University will notice the union if the University learns of an immigration investigation regarding an GSW.
4. **Visa Fees:** All fees associated with applying for or renewing a visa will be paid or reimbursed by the University on behalf of GSWs. 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.



5. **Visa-Related Leave:** The University shall provide paid leave in order for GSWs to attend visa and immigration proceedings and biometrics appointments for GSWs or that of an GSWs' spouse or dependent.

#### **B. WORK AUTHORIZATION**

1. No GSW covered by this Agreement shall suffer any loss of seniority or compensation, due to any legal changes in the GSW's name or social security number.
2. The University will make whole any GSW who suffers a loss due to the University's failure to process work authorization paperwork.
3. The University shall notify the Union when a GSW loses work authorization 30 days prior to the end date of the GSW's work authorization, or as soon as practicable.
4. If the University is not able to lawfully employ or continue to employ a GSW as a result of the GSW's immigration status, the University agrees to meet with the GSW and their Union representatives to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to re-employ the GSW as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as an GSW.
5. The University will furnish to any GSW terminated because they are not authorized to work in the United States of America, a copy of this Section of the Agreement.

#### **C. CURRICULAR PRACTICAL TRAINING**

- a. In accordance with University policy, bargaining unit members may participate in Curricular Practical Training (see <https://ois.usc.edu/employment/employment-f1/cpt/>)
- b. Participants in CPT shall qualify for benefits coverage as provided for in the Agreement

#### **D. ON-BOARDING**

- a. The University shall provide all International GSWs with onboarding support within one month of a GSW accepting an appointment. This support shall include:
  - i. Information for enrolling dependents in healthcare programs
  - ii. Resources for navigating regional rental applications
  - iii. Tenants rights information and resources
  - iv. Resources for navigating U.S. financial institutions, including banking and credit
- b. The University shall host annual tax workshops for international GSWs
- c. The University shall reserve on-campus housing for incoming international GSWs

**E. CHANGES TO IMMIGRATION LAW**

- a. 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 to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.