



A Union of Professionals

Memorandum

American Federation
of Teachers, AFL-CIO

AFT Teachers
AFT PSRP
AFT Higher Education
AFT Public Employees
AFT Nurses and Health
Professionals

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Mary Cathryn Ricker
EXECUTIVE VICE PRESIDENT

The American Federation of Teachers is a union of professionals that champions fairness; democracy; economic opportunity; and high-quality public education, healthcare and public services for our students, their families and our communities. We are committed to advancing these principles through community engagement, organizing, collective bargaining and political activism, and especially through the work our members do.

Sent on Behalf of AFT Executive Vice President Mary Cathryn Ricker

Dear State Federation President,

I hope you are doing well. Thank you for everything that you're doing on behalf of our hardworking members every, single day.

The AFT is fully committed to protecting our members that will be affected by the rescission of DACA. Many of you have already made use of the plethora of information at aft.org/immigration. We are adding new material all the time. Attached is our newest resource to assist you in supporting our DACAmented colleagues and the effort to encourage Congress to pass the DREAM Act. The attached sample Memorandum of Understanding can be brought to a bargaining table or meet-and-confer situation to negotiate on behalf of our members who are affected by the termination of DACA. The sample MOU is a tool our locals can use to negotiate any termination of employment as the result of rescinding DACA an "unrequested leave of absence" for any employee in our bargaining units who are DACA recipients. This MOU essentially states that both the employer and the union agree that rescinding DACA is harmful and that any employee who loses their job because DACA has been rescinded will be treated like an employee on an unrequested leave for purposes of rehiring upon the time that conditions make that possible.

The MOU provides for other protections and benefits as well, including paid leave to attend immigration/citizenship matters and legal consultation. Additionally, the sample MOU obligates both parties, the employer and union, to issue joint letters to the public, including the appropriate congressional delegation, expressing the importance of the DACA policy to the community and the parties' support and commitment to DREAMERS.

The language in this sample MOU can be molded to any local negotiating situation. You can modify it to complement existing language or add your own, local provisions.

The sample MOU presents not only an opportunity to engage employers on this important issue and provide protections for valued employees, but it also sends a clear message to our communities and to Congress that our communities are united on the matter. This message will renew and increase pressure on Congress to pass the DREAM Act before DACA is fully rescinded in the beginning of 2018.

If you have any questions regarding the model MOU, please feel free to reach out to me, Channing Cooper, or Jessica Rutter of the AFT legal department. You can reach Channing at ccooper@aft.org and Jessica at jrutter@aft.org. Also, when a local successfully negotiates their own variation of this MOU, please let me know so that we can share these successes to encourage even more and to add momentum to the organizing to pass the DREAM Act.

Thank you so much for doing your part to support our members and our communities.

Together,

Mary Cathryn Ricker



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Model Memorandum of Understanding Regarding DACA Affected Employees

On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals (DACA) policy. The DACA policy provided work authorization documents to nearly 800,000 young people who came to the United States as children. The Employer (“Employer”) and the AFT Affiliate (“AFT”) recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees of the Employer, the Employer and the AFT agree to the following:

- (1) The Employer reaffirms its commitment to equal opportunity in the workplace and shall not discriminate based on race, color, religion, national origin, sex, sexual orientation, gender identity, age, disability, veteran status, or immigration or citizenship status.
- (2) The Employer shall not inquire about or demand proof of immigration or citizenship status, except as required by law.
- (3) Upon written request, the Employer shall provide for legal consultation for any employee who has received a work authorization document under DACA (“affected employee”) in order to determine the extent to which said employee’s work status will be affected by the termination of DACA and whether said employee may be eligible for any employment-based immigrant or non-immigrant visas. Upon request by the AFT or an affected employee, the Employer will make all reasonable efforts to sponsor an affected employee for any employment-based immigrant or non-immigrant visas for which they are eligible.
- (4) Upon written request, an affected employee shall be released for up to X (X) paid working days in order to attend to immigration or citizenship status matters. The Employer may request verification of such absence, as long as such a request does not violate paragraphs (1) and (2).
- (5) In the event that the Employer is no longer permitted to employ an affected employee, the Employer agrees to treat the affected employee’s separation as a leave of absence for purposes of the employee’s return to work. Specifically, the Employer agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority upon the employee providing proper work authorization within three (3) years of

the date of separation. If the former position is not available, the Employer agrees to reinstate the employee to substantially similar employment or the next available opening for which the employee is qualified.

(6) Within thirty (30) days of the signing of this MOU, the Employer and AFT shall send the following:

- a. A joint letter to our congressional delegation explaining the importance of the DACA policy to our community and the need for a legislative solution.
- b. A joint letter to educators and support staff with resources, such as the [immigrant and refugee children guide for educators and support staff](#).
- c. A joint letter to students and their families with resources, such as those listed on the [heretostay](#) website.

(7) Any dispute regarding the meaning, interpretation, or application of this MOU shall be subject to the grievance and arbitration procedure provided in the parties' collective bargaining agreement.

Dated:

For the Employer

For the AFT