Model Memorandum of Understanding Regarding DACA Affected Employees

On June 18, 2020: By a 5-4 vote, the U.S. Supreme Court ruled that the Trump administration’s decision to end the Deferred Action for Childhood Arrivals (DACA) program was arbitrary and capricious under the Administrative Procedure Act, blocking the administration’s 2017 attempt to terminate the program. DACA remains under threat of termination. 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:
   1. A joint letter to our congressional delegation explaining the importance of the DACA policy to our community and the need for a legislative solution.
   2. A joint letter to educators, support staff, students and families with resources, such as the [immigrant and refugee children guide for educators and support staff](https://www.aft.org/sites/default/files/im_uac-educators-guide_2017.pdf).
7. Any dispute regarding the meaning, interpretation, or application of this MOU shall be shall be subject to the grievance and arbitration procedure provided in the parties’ collective bargaining agreement.

Dated:

For the Employer For the AFT