



SAMPLE CONTRACT LANGUAGE: **Immigration**

Federal Immigration Enforcement

[University of Oregon Graduate Teaching Fellows Federation, Local 3544, 2024-2026](#)

ARTICLE 34. JURY DUTY, ELECTION DAYS AND IMMIGRATION PROCEEDINGS

Section 3. Immigration Proceedings

In the event a GE is compelled during work hours to participate in immigration proceedings on behalf of him/herself or on behalf of a family member or partner, the GE shall provide their supervisor with written verification from the involved government agency including time and dates relevant to the absence.

Provided the GE abides by the provisions of this section and the absence is not greater than five (5) total working days (one week), no reduction in FTE or loss of pay will result.

ARTICLE 35. IMMIGRATION AND CUSTOMS ENFORCEMENT

Section 1. Except as otherwise required by federal law, the University, or a person acting on behalf of the University (such as a supervisor), shall not provide voluntary consent to an immigration enforcement agent to enter any non-public areas of a place of labor. This section does not apply if the immigration enforcement agent provides a judicial warrant.

a) This section shall not preclude the University or person acting on behalf of the University from taking the immigration enforcement agent to a non-public area, where GEs are not present, for the purpose of verifying whether the immigration enforcement agent has a judicial warrant, provided no consent to search non-public areas is given in the process.

b) Non-public areas are those University-owned or controlled areas that during working hours restrict public access. Non-public areas include, but are not limited to, all classrooms, research and teaching labs, and offices.

Section 2. Except as otherwise required by federal law, the University, or a person acting on behalf of the University, shall not provide voluntary consent to an immigration enforcement agent to access, review, or obtain the employer's employee records without a subpoena or judicial warrant. This section does not prohibit the University, or person acting on behalf of the University, from challenging the validity of a subpoena or judicial warrant in a federal district court.

Section 3. The University shall uphold its existing commitment to Deferred Action for Childhood Arrivals (DACA) GEs. The University shall not terminate DACA employees on the grounds of their immigration status if those employees have valid work authorization.

Section 4. The University shall issue a written annual public notice to all employees regarding how to respond to immigration enforcement officials consistent with both Section 1 and Section 2 and a list of currently existing University resources for undocumented and DACA students and employees.

Employment

[University of Nebraska at Omaha Chapter, AAUP, 2023-2025](#)

ARTICLE 3 TERMS AND CONDITIONS OF EMPLOYMENT

3.3.1.3 Continuous Appointments:

c) The University may award a Conditional Continuous Appointment to a person with current employment authorization meeting the substantive academic standards for a Continuous Appointment who has begun the process of adjusting that person's status to become a lawful permanent resident of the United States by filing an Immigrant Visa Petition or has applied to become a Citizen of the United States or Permanent Resident Alien under United States immigration law. A person who is eligible to receive a Conditional Continuous Appointment must sign a written agreement that if the person fails to maintain his or her current employment authorization status under United States immigration law, the Conditional Continuous Appointment will expire and all University employment will cease immediately. The written agreement will provided that the Conditional Continuous Appointment will expire upon the final determination (following exhaustion of all available appeals) of a denial or revocation of current employment authorization status. However, upon any



determination of a denial or revocation of current employment authorization status said person shall no longer perform employment services for the University and will not be entitled to further compensation. When a person awarded a Conditional Continuous Appointment adjusts his or her status by becoming a lawful permanent resident of the United States or becomes a United States Citizen of the United States or Permanent Resident Alien under United States immigration law, the award of a Conditional Appointment is subject to termination only for the reasons listed in Section 4.4.3 of the Bylaws of the Board of Regents.

During the term of a Special Appointment or an Appointment for a Specific Term, so long as the Special Appointment or an Appointment for a Specific Term has not been otherwise terminated, or is in the process of being terminated in accordance with the Bylaws of the Board of Regents, by notice of non-renewal or otherwise, the University will sponsor the person who has begun the process of adjusting that person's status to become a lawful permanent resident of the United States by filing an Immigrant Visa Petition or has applied to become a Citizen of the United States.

Benefits

[Wayne State University Graduate Employees Organizing Committee, Local 6123, 2022-2025](#)

Benefits- Leave

I. Immigration Procedures Should an Employee be unable to meet work duties because they are compelled to participate in immigration procedures, such an absence shall be treated the same way as an absence caused by illness or injury. The Employee shall provide the University with written verification from the involved governmental agency including times and dates relevant to the absence. This verification will not be placed in the Employee's electronic personnel form. No unit immigration procedures shall violate the language of this Article (XI.I).

[Oregon State University Coalition of Graduate Employees, AFT Local 6069, 2020-2024](#)

ARTICLE 12 – TUITION WAIVER

Section 3 - SEVIS and Visa Fee Reimbursement

Graduate Employees who pay a SEVIS and/or visa fee shall be reimbursed upon request and proof of payment unless that fee has already been paid or reimbursed by another source. The University agrees to reimburse actual cumulative expenses (totaled over the duration of the employee's enrollment at OSU) in SEVIS and/or visa fees and associated travel costs, up to a maximum of \$500. This benefit will be extended over a Graduate employee's eligible dependent or spouse/partner (consistent with Article 28, Section 1) to cumulative expenses not to exceed \$500. To qualify a graduate Employee must meet the following criteria:

- a) received an official Graduate Assistant offer letter (can include pre-admit letters) at or prior to the time the fee was incurred; and
- b) be a Graduate Employee at the time the reimbursement is requested. Instructions on how to obtain reimbursement will be posted on the Office of Human Resources website.

Section 4 - DACA Support and Fee Reimbursement

The University is committed to ensure that all employees, regardless of immigration status, are treated fairly and equitably. The University maintains its commitment to current and future employees regardless of immigration status, although the Union recognizes that the University must follow federal and state law regarding work authorization for employees.

Graduate Employees who pay a fee to establish or maintain DACA status, including renewal fees, shall be reimbursed up to \$495 upon request and proof of payment for the costs of those fees. To qualify, a Graduate Employee must meet the following criteria:

- a) received an official Graduate Assistant offer letter (can include pre-admit letters); and
- b) be a Graduate Employee at the time the fee is assessed.

Instructions on how to obtain reimbursement will be posted on the Office of Human Resources website.