

ARTICLE 34

~~IMMIGRATION REFORM AND CONTROL ACT~~

EMPLOYMENT ELIGIBILITY, *SPONSORSHIP, AND IMMIGRANT EMPLOYEE PROTECTION*****

A. EMPLOYMENT ELIGIBILITY

1. Letters of appointment/~~reappointment or other appropriate appointment documents will include a statement that the individual must provide verification of employment eligibility pursuant to University requirements established in accordance with the Immigration Reform and Control Act of 1986 (IRCA)~~ **will inform the individual of the requirement to establish identity, and establish and maintain authorization to work in the United States in compliance with the law and the terms of this Article.** Letters of appointment/~~reappointment~~ will also include notification of any proposed University assistance in complying with IRCA. The offer of the appointment, continued eligibility to complete the appointment term and the pay will be contingent on compliance with these requirements.
2. All appointments/~~reappointments~~ will be contingent upon the **Unit 18 faculty member's** ~~employee's~~ completion of an I-9 form and provision of the employment eligibility documents required by the University to comply with IRCA **and timely presentation of documentation establishing identity and employment authorization in compliance with the law.** Failure to provide the necessary documentation within the required time limitations or failure to remain eligible will constitute grounds for release from employment for failure to comply with University requirements implementing the IRCA.
3. ***The University shall uphold its existing commitment to Deferred Action for Childhood Arrivals (DACA) recipients. The University shall***

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not terminate Unit 18 faculty members who are DACA recipients on the grounds of their immigration status if those Unit 18 faculty members have valid work authorization.

4. *When a Unit 18 faculty member is appointed who requires work authorization, the hiring unit shall consult the campus International Students and Scholars Office (ISSO) as necessary. The ISSO shall support the Unit 18 faculty member's efforts to establish identity and employment authorization.*
5. ~~Nothing in this Article prohibits the reappointment of a NSF upon compliance with the requirements of IRCA.~~

B. FAILURE TO COMPLY WITH REQUIREMENTS

1. Any employment relationship which is terminated for failure to comply with the requirements set forth herein will not be subject to Article 30 — Discipline and Dismissal.
2. When the University intends to release a Unit 18 faculty member for failure to comply with University requirements regarding identity and work authorization ~~implementing the provisions of IRCA~~, the Unit 18 faculty member shall be given written notice of the intent to release.

The notice shall:

- a. be given to the Unit 18 faculty member either by delivery of the notice to the Unit 18 faculty member in person, or by email ~~mail~~ ~~with a Proof of Service~~ and phone;
- b. state how the Unit 18 faculty member has failed to comply with University requirements regarding identity and work authorization ~~implementing IRCA~~;
- c. state that the Unit 18 faculty member has the right to respond, and to whom, within ~~ten (10)~~ thirty (30) calendar days from the date of issuance of such notice of intent, either orally or in writing; and,

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- d. state the effective date of the action.
3. The University will consider any response from the Unit 18 faculty member. If the Unit 18 faculty member can provide the University with proof of complete compliance with University requirements **for identity and work authorization** ~~implementing IRCA~~, the University will withdraw the letter of intent.
4. **If the Unit 18 faculty member responds that they are unable to provide documentation establishing employment authorization, the University shall undertake reasonable efforts to arrange for the Unit 18 faculty member to temporarily perform their duties outside the United States.**
5. If no response is received ~~by the University~~ **within thirty (30) calendar days**, or **the University determines that the** Unit 18 faculty member ~~does not comply with University requirements implementing IRCA~~, **is unable to temporarily perform their duties outside the United States**, the Unit 18 faculty member will be released on the date set forth in the letter of intent to release.
6. **If a Unit 18 faculty member who has been released in accordance with section B.5 is able to obtain work authorization, the University agrees to meet with the Union and the Unit 18 faculty member to make reasonable efforts to reinstate the Unit 18 faculty member as soon as practicable. To be reinstated, the Unit 18 faculty member must comply with University requirements regarding identity and work authorization.**

C. VISA SPONSORSHIP

1. **The University shall sponsor visas for full-time Unit 18 faculty members as described in sections C.2, C.3, and C.4. When directed by the hiring unit, the ISSO shall manage the Unit 18 faculty member's visa applications.**
2. **When a Unit 18 faculty member's University-sponsored visa**

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- application or petition is denied, the ISSO shall, in consultation with the Unit 18 faculty member, determine whether an alternate University-sponsored visa is appropriate. If so, the ISSO shall process and submit the paperwork supporting this visa within seven (7) days of the original denial.*
3. *For any full-time Pre-Continuing Unit 18 faculty member on a non-immigrant visa or who requires work authorization, the University shall sponsor and support a dual-intent or quasi-dual intent visa application, such as H1-B or O-1, unless the University and the Unit 18 faculty member agree in writing otherwise. If the Unit 18 faculty member is not subject to the two-year home-country physical presence requirement or obtains a waiver from the physical presence requirement, the University will file an in-Country Change of Status request with the U.S. Citizenship and Immigration Services (USCIS) for an H1-B visa.*
 4. *The University shall sponsor permanent residency for a Unit 18 faculty member at least 13 months prior to the expiration date of their current H1-B visa.*
 5. *If the University fails to send necessary paperwork to appropriate external agencies according to the University's timelines, resulting in a delay in the Unit 18 faculty member's effective start date, the University shall ensure that the Unit 18 faculty member suffers no loss in pay.*
 6. *The Union and the University shall establish a pilot program for a system-wide International Lecturer Assistance Fund (ILAF) within six (6) months of the ratification of this Agreement. Unit 18 faculty members may apply for funds to cover expenses related to maintaining their visa status.*
 - a. *The University shall fund the ILAF in the amount of \$50,000 per year for the 2027-2028, 2028-2029, 2029-2030 and 2030-2031*

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academic years. The University and the Union shall meet and confer about continuing the ILAF no later than June 30th, 2031.

- b. Unit 18 faculty members on University-sponsored visas shall be eligible to apply to the ILAF to reimburse reasonable expenses related to maintaining their immigration status, which are incurred during the calendar year. The ILAF shall be available to Unit 18 faculty members who meet the eligibility criteria. The ILAF shall not be available on a pre-employment basis to individuals whose employment has not yet begun and who therefore are not yet members of the bargaining unit.*
- c. The ILAF may cover administrative fees and reasonable travel expenses when necessary for maintaining and securing appropriate University-sponsored immigration status.*
- d. Unit 18 faculty members may apply for up to \$1,500 per Unit 18 faculty member per academic year. Reimbursements will be made in accord with the University's regular payroll procedures and will be subject to all applicable taxes.*

D. IMMIGRATION & VISA INFORMATION

- 1. Campus ISSOs do not provide Unit 18 faculty members with legal advice, but shall facilitate access to legal advice in the following ways:*
 - a. Each ISSO shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, for Unit 18 faculty members experiencing complex immigration issues beyond the scope of ISSO guidance.*
 - b. Each ISSO shall invite immigration attorneys to offer in-person and virtual workshops throughout each academic year to discuss H visas, green cards, and other immigration-related topics. The University will make reasonable efforts to record*

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such presentations for additional viewing, provided that the presenters consent to such recording.

2. *Upon the Union's request, the Union and University will meet up to three (3) times per calendar year to discuss issues arising from Unit 18 faculty employment, immigration status, and visas. The parties may add additional meetings by mutual agreement.*

E. IMMIGRANT PROTECTION

1. *Except as otherwise required by federal law, the University shall not provide consent to a federal immigration agent or a Department of Homeland Security (DHS) agent to enter any non-public areas. This section does not apply if the agent provides a valid judicial warrant.*
 - a. *This section shall not preclude the University from taking the immigration agent to a non-public area, where Unit 18 faculty members are not present, for the purpose of verifying whether the agent has a valid judicial warrant, provided no consent to search non-public areas is given in the process.*
 - b. *Non-public areas are those University premises that during working hours restrict public access. Non-public areas include but are not limited to: all classrooms, research and teaching labs, and offices.*
2. *The University shall request that a federal immigration agent or DHS agent comply with legal requirements before they may be allowed to interrogate, search, or seize the person or property of any Unit 18 faculty member, while the Unit 18 faculty member is working on the University's premises and under the University's control. The University will notify the Union if the University learns of an immigration investigation regarding a Unit 18 faculty member or if federal immigration or DHS agents seek to question, search, or detain a Unit 18 faculty member on University premises. The*

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- University will notify the Union within one hour if it becomes aware of immigration officers or DHS agents on University premises.*
3. *Except as otherwise required by federal law, the University shall not provide consent to a federal immigration agent or DHS agent to access, review, or obtain a Unit 18 faculty member's personnel file without a subpoena or judicial warrant. This section does not prohibit the University from challenging the validity of a subpoena or judicial warrant in a federal district court.*
 4. *The University shall not release protected information contained in a Unit 18 faculty member's personnel file without the Unit 18 faculty member's consent, unless required by federal or state law pursuant to a judicial warrant or subpoena, or unless requested by the Union. The University shall notify the Union of all such requests. In the event the request is specific to a Unit 18 faculty member, the University shall notify the Unit 18 faculty member and the Union. The University will remove any such publicly available information upon request of the Unit 18 faculty member. Protected information includes but is not limited to:*
 - a. *Immigration status;*
 - b. *Temporary or permanent home address;*
 - c. *Contact information;*
 - d. *Workplace; and*
 - e. *Work schedule.*
 5. *The University shall issue a written annual public notice to all Unit 18 faculty members regarding how to respond to immigration enforcement officials consistent with this article, and a list of currently existing University resources for undocumented and DACA students and employees.*

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UC-AFT Unit 18 Successor Bargaining

Article 34 – Employment Eligibility, Sponsorship, and Immigrant Employee Protection

UC-AFT Proposal #1

(Countering UC Proposal #1, passed on 4/16/26)

August 27, 2026

F. GRIEVANCE AND ARBITRATION

In cases of discharge grievance filing where a Unit 18 faculty member's visa status may be affected, the Union and the University will use best efforts to expedite the grievance and arbitration process.

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