

ARTICLE XX  
NON-CITIZEN WORKERS' RIGHTS

**Red:** Language proposed by the Union and either adopted or crossed out by the University

**Yellow highlight:** New language proposed by University

**Black:** Reasserted language from the University

Section A. ~~The Corporation shall provide protections and measures to mitigate the impact of immigration-related processes on Non-Citizen Employees irrespective of nationality, citizenship status, tribal enrollment identification, job title, area of research, and any protected characteristics defined in Article XX (Abuse Protections).~~

Each non-citizen Employee is responsible for ensuring that they have valid work authorization and are compliant with the terms of their visa. The University Corporation will provide information and reasonable support to its Non-citizens Employees under University visa sponsorship through the efforts of the Harvard International Office and other relevant groups.

The parties understand that the United States government is the final arbiter of any and all immigration and visa issues that may arise.

Section B. Assuming that the Employee provides any needed information in a timely manner, the University Corporation will, in a timely manner, complete all work authorization documentation for which it is responsible and provide updates about the processing in an effort to avoid delayed start dates, paychecks, or benefit coverage. ~~If the Corporation does not complete the necessary paperwork in a timely manner, they shall make Employees whole of all losses.~~ Employees will normally be kept informed of relevant deadlines, typical approval timelines, and any legal implications of federal administrative actions that may impact them or their families of which the University is aware. In cases of delays or complications,

the University Corporation will promptly inform the Employee and, within its capacity, work to resolve the issue.

### Section C. Visa Processing.

1. In cases where an Employee does not have valid work authorization or is in which the immigration status of an Employee applicant who has received an offer of employment for an in-unit position or is renewing or changing their visa is a major factor preventing lawful employment, or is otherwise legally unable to enter the United States due to their immigration status, the Corporation shall extend the open offer of employment for the duration of the visa processing, including administrative processes to allow the application to obtain the necessary work authorization or immigration status. The Corporation shall not reassign any duties without consulting the Employee or until all the required visa-related processes to enter the country are completed. the Employee will not be allowed to work nor will they be allowed to work remotely. However, the Employee may be granted a limited exception in the University's discretion to allow remote work for a limited period of time. Whether to grant an exception and for how long solely in the University's discretion and may depend on whether there are any legal implications, sponsor considerations, or other work-related restrictions that would preclude remote work. Any determination whether or not to grant remote work, or its duration, is not grievable.

2. — In cases where visa-related processes delay the start date of an incoming Employee, the Corporation shall facilitate a remote work arrangement, whenever legally possible, until entry to the United States is granted.

Where remote work is not approved, and if the University is not able to continue to employ an Employee as a result of the Employee's immigration status, the University shall hold the position open for a reasonable period of time, where feasible, in order for the employee to obtain work authorization. If lawful status is obtained thereafter, reemployment is not guaranteed and shall depend on several factors, including, but not limited to, availability of lab space and research funding. Any determination made under this section is not grievable.

3. The **Employee** ~~Corporation~~ shall promptly notify ~~their supervisor~~ **Union** of in cases in which an Employee is unable to enter the United States due to visa-related issues ~~or is otherwise denied entry by federal agents~~. The Employee may also notify the Union in such cases.
4. ~~In the event that an Employee has a problem with their right to work in the United States, the Corporation shall notify the Union in writing. The Corporation agrees to meet with the Union to discuss the nature of the problem to attempt to reach a resolution.~~
5. ~~If an Employee is unable to return to the United States as a result of the Employee's immigration status, the Corporation shall make all possible efforts to arrange for the Employee to continue to perform their duties remotely without loss of pay.~~
6. ~~Upon offering an employee a job, The~~ **University** ~~Corporation~~ shall provide contact information for and access to qualified support personnel (e.g., HIO representative) **to all its Non-Citizen Employees under University visa sponsorship**, including contact information for the HAW-UAW Union. **The HIO will maintain an after-hours travel support phone line in case of immigration and visa related emergencies that require immediate response from HIO emergency travel questions**. The phone line is not for seeking general information about immigration or visa issues. ~~and The phone line is not for seeking general information about immigration or visa issues.~~
7. ~~The~~ **University** ~~Corporation~~ shall assign **an HIO** Harvard International Office representative to each bargaining unit Employee who is **a Non-Citizen Worker under University visa sponsorship** ~~foreign national~~. The HIO representative will act as the primary contact for all immigration-related matters, **aiding with adherence to -deadlines and related matters**. ~~and providing the Employee with updates throughout the process.~~
8. ~~Non-Citizen Employees undergoing visa applications or renewals will be offered weekly check-ins with HIO representatives and legal representatives from the Corporation while working on immigration paperwork.~~

- ~~9. If the job opening timeline allows, the Corporation shall provide Non-Citizen Employees and Incoming Non-Citizen Employees with their offer letter at least 120 days before the contract start date.~~
- ~~10. For Non-Citizen applicants with an existing immigration status in the United States when they receive a job offer, the Corporation shall pay all filing fees associated with renewing or changing such status and, where applicable, obtaining or renewing employment authorization. The Corporation shall also pay or reimburse reasonable attorney fees.~~

## **Section D Information for Visa Holders**

- ~~1. Upon signing the offer letter and before starting any immigration paperwork, the Corporation shall arrange a consultation meeting between the Incoming Non-Citizen Employee and the HIO representative to discuss their current immigration status, present all HIO resources available to them, and discuss all possible visa options. When appropriate, legal consultation should be made available to the Employee to inform their choice of visa type and length. The Corporation will prioritize the interests of the Employee in this process.~~
2. The **University Corporation** shall develop, share and periodically update general information on the HIO website for visa holders, outlining their general rights and options. However, in no way shall this be offered or construed as legal advice for Employees.
- ~~3. The Incoming Non-Citizen Employees can request any reasonable visa type of their choice for which they are eligible and is legally available to them, including, but not limited to, J-1, H-1B, O, TN, or any appropriate alternatives, including those that may be created during the duration of this Agreement.~~
- ~~4. H1-B visas are a viable visa option for any eligible in-unit Employees, including but not limited to Postdoctoral Scholars.~~

- ~~5. Employees can choose to transition from one type of visa to another within applicable legal restrictions and at any stage of their employment, including before the expiration of their current visa type.~~

~~The Corporation shall provide all documentation necessary for Non-Citizen Employees on J-1 visas to perform paid activities in addition to their main J-1 Program Objectives as indicated in the DS-2019, both on-site or in additional sites. These activities shall be related to their scholarly pursuit or career and professional development.~~

6. If the position sponsored for H1B status includes a teaching component, the University in its sole discretion shall decide whether it wishes to allow for teaching as a permitted activity as part of the appointment. Should the University decide to allow teaching as a permitted activity, the University Corporation shall provide all documentation necessary for a petition to add teaching as a permitted activity.

- ~~7. The Corporation will initiate discussions with Employees who hold temporary work authorization at least 8-12 months prior to the expiration of their work authorization. These discussions will outline available visa and work authorization options based on eligibility, with a focus on prioritizing aligning the process with the Employee's long-term goals, whether through temporary or permanent status. The Corporation will prioritize the interests of the employee in this process.~~

## **Section E. Immigration-based leave.**

Subject to any pay restrictions in a particular sponsor project, Employees shall have the right to five (5)- ~~ninety (90)~~ business days off without loss of pay to attend visa and immigration proceedings in which they are required to attend for themselves, their spouse or dependent(s). The Employee may request additional time that may be needed beyond the five (5) business days and such requests will be given good faith consideration. ~~including but not limited to the administrative processing, for themselves, their spouse, or dependents for the entire process.~~ This time shall not be counted against any other paid or unpaid time off allotted by the University Corporation or guaranteed by this Agreement. ~~Flex-work arrangements shall be made available to the Employee to complete their work duties.~~

## Section F. Meetings.

- ~~1. Should any change in laws or regulations relevant to these procedures—including but not limited to the repeal of Deferred Action for Childhood Arrivals (DACA), rescinding of Temporary Protected Status (TPS), travel bans, or any change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, the University Corporation and the Union may meet to discuss the impact of such changes on bargaining unit members. shall notify the Union and at the Union's request the parties shall bargain in good faith to determine any necessary adjustments to comply with the new legal requirements.~~
2. Issues of international employment, immigration status, and visas may be discussed ~~from time to time~~ at meetings of the LMC. ~~shall be permanent agenda items for the LMC~~

## Section G. Support.

- ~~1. The Corporation is committed to supporting every member of the bargaining unit, including but not limited to foreign nationals, by ensuring that they have access to comprehensive immigration support and resources that can provide protection from unlawful deportation.~~
- ~~2. The Corporation shall cover all costs associated with the filing fees of any immigration-related processes. These include but are not limited to travel expenses, visa and any other immigration-related fees (including SEVIS I-901 fees), legal expenses, and accommodation.~~
- ~~3. Whenever possible, the Corporation shall request and cover the cost of premium processing or any other form of expedited visa processing.~~
4. ~~The Corporation shall provide access to attorneys and legal services for immigration advice related or unrelated to the employment relationship, including but not limited to the visa and work authorization renewal processes and transitioning between visa types. The Corporation shall also pay or reimburse attorney fees.~~ The HIO shall maintain a list of attorneys

and agencies for referral, including pro-bono agencies, if the Employee has a complex immigration issue.

## **~~Section H. Green card application support.~~**

- ~~1. The Corporation shall make their best effort and provide sponsorship for any in-unit Employee who is eligible for Legal Permanent Residency (LPR). The Employee can start or request to start the application process for LPR at any stage of their employment.~~
- ~~2. An eligible Employee shall be considered someone who fulfills all minimal legal requirements to be a LPR applicant.~~
- ~~3. The Corporation shall cover all costs associated with LPR applications for every sponsored Employee.~~
- ~~4. Nothing in this Article precludes a unit member from pursuing LPR status without direct sponsorship from the Corporation. The Corporation shall provide all the documentation required for the Employee to fulfill this process.~~
- ~~5. An employee who pursues permanent residence through family sponsorship or any other eligibility category shall be entitled to payment or reimbursement of all filing fees by the Corporation.~~

**Section I. Grievance.** Grievances pertaining to this Article may be filed at Step Two of the Grievance and Arbitration Article any step.

## **~~Section J. Worker Protections.~~**

- ~~1. Cooperation with ICE and DHS:
  - ~~a. The Corporation will require that any federal immigration agent, Immigration and Customs Enforcement (ICE) agent, Department of Homeland Security (DHS) agent, or State and Local law enforcement officials comply with legal requirements before they may be allowed to interrogate, search or seize the person or property of any Employee.~~~~

- ~~b. Should an ICE or DHS agent or other law enforcement official performing immigration enforcement request to enter the worksite or obtain or review personnel records, the Corporation shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and require a judicial warrant signed by a federal judge. Staff shall not admit ICE agents based on administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.~~
- ~~c. Should an ICE or DHS agent or other law enforcement official performing immigration enforcement demand access to the premises or seek to interrogate, search, or seize any Employee, the Corporation shall immediately notify the Union by email and phone call.~~
- ~~d. If the Corporation is served with a validly executed search or arrest warrant, the Corporation shall arrange for questioning to occur in as private a setting as possible. The Corporation will notify the Union of an immigration investigation regarding an Employee within two (2) calendar days.~~

## **2. Protection of Rights During Workplace Immigration Enforcement Processes.**

- ~~a. If an immigration-related warrant, subpoena or other formal or informal request is issued by a governmental agency to the Corporation, the Corporation will inform the affected Employee as soon as possible and give them a copy of the request within three (3) calendar days. If the Corporation provides the requested documents to the agency, or allows the agency to view them on-site, it will inform affected Employees as soon as possible and give them copies of the provided documents . within three (3) calendar days.~~
- ~~b. The Corporation will only comply with governmental requests, including requests to enter Corporation-controlled workplaces, to the extent strictly required by law. All Employees will be notified as soon as possible of the date and time a government agency is expected to enter a workplace. No Employee will be required to work in the office on that day, and for three calendar days prior to and after that day, if~~



~~they reasonably believe doing so will put them at risk of governmental arrest or detainment.~~

### ~~3. Absence From Work Due to Immigration Status:~~

- ~~a. The Corporation agrees to work with all Employees to provide an opportunity to gain extensions, continuations, or other status required by the United States Citizenship and Immigration Service without taking a leave of absence. If a leave of absence is necessary, the Corporation agrees to give permission for the Employee to take an unpaid leave of absence for a period of up to ninety (90) calendar days and return the Employee to work. No Employee actively seeking work authorization will be terminated while on such leave.~~
- ~~b. The Corporation will not discipline or discharge an employee who is prevented from working for 90 days or fewer due to arrest, detention, incarceration, or temporary national expulsion by law enforcement pursuant to the Employee's citizenship or immigration status. Such time away from work will be treated as paid leave.~~
- ~~c. In cases where immigration status issues arise, the Corporation will explore alternative employment options, including remote work from another country, in compliance with applicable laws.~~
- ~~d. Employees may choose to have a Union representative present in all matters related to immigration status.~~

### **4. Employee privacy**

- a. Immigration status is confidential and the University will not divulge personal immigration status information of Employees to any parties except as required for the immigration sponsorship process, as requested by Employees in question, as required by law, as required to defend the University or its employees in legal proceedings or as expressly stipulated in this Agreement.
- b. The University shall not disclose confidential information concerned employees to ICE or its agents, except as required by law. To the extent

permitted by law, confidential information includes name, address and social security numbers.

~~5. “No-match” letters~~

- ~~a. “No-match” information means Employee names or social security numbers in the Corporation’s records did not match those in the Social Security Administration (SSA)’s records.~~
- ~~b. When and if ICE notifies the Corporation that certain Employees do not appear to be authorized to continue their employment, the Corporation will notify such Employees and provide them with two (2) months to present other documents, including those listed on the form I-9, to establish their work authorization. The Corporation shall not change the Employee’s work status before the two (2) week period has passed.~~
- ~~c. The Corporation agrees to promptly provide the union with all “no-match” information the SSA provides the Corporation. The Corporation also agrees to promptly review all its records for any discrepancies and to update its records with all information it receives from the SSA or from affected Employees.~~

~~6. Status verification:~~

- ~~a. The Corporation will not require or demand proof of immigration status or re-verify their authorization to work, except as required by law. If the Corporation requires an Employee to re-verify, it will provide them 120 days to do so unless a shorter period is necessary to avoid legal violations.~~
- ~~b. The Corporation will not participate in the E-Verify program unless the Corporation’s participation in E-Verify is required by law. If the Corporation seeks to enroll in E-Verify or other comparable programs, it shall notify the Union. The Union shall have the right to reject such enrollment unless the Corporation’s participation is required by law.~~

~~7. Non-retaliation policy:~~

- ~~a. The Corporation shall comply with all lawful requests of Employees to change names and social security numbers (regarding immigration or otherwise) in the Corporation's records, without prejudice to their seniority or any other right under this agreement.~~
- ~~b. The Corporation shall not request information or documents from Employees or applicants for employment regarding their immigration status, except as required by law. No worker hired before November 6, 1986, shall be discharged due to their immigration status, nor shall any Employee be asked to show authorization to work if they continue their employment after a temporary absence as defined in the immigration law and regulations.~~
- ~~c. The Corporation shall not use an Employee's immigration status or sponsorship as leverage to negotiate or coerce them into specific employment terms and conditions. This includes, but is not limited to, requiring an Employee to commit to a specific length of employment, imposing economic conditions, withholding or threatening to withhold sponsorship for any reason, delaying or threatening to delay the immigration process, and using sponsorship to demand concessions from the employee. Any attempt to use immigration sponsorship as a tool for negotiation or coercion will be a violation of this Agreement.~~

## 8. Know Your Rights

- a. The Corporation **University** will host periodic Know Your Rights training sessions during work hours, educating all Employees on their legal rights when interacting with law enforcement or immigration authorities at home, in public spaces, or in the workplace. The **University** Corporation will also train all managers on how to respond in the event of ICE or DHS visits to the worksite.

**The University will also publish guidance to managers on responding to requests from law enforcement or other government regulatory or investigative agency.**

~~9. Changes in policies. If compliance with immigration laws requires the development of new policies which change the terms and conditions of employment after the enactment of this Agreement, the Corporation will negotiate with the Union over the effects of such policies.~~