

ARTICLE XX
NON-CITIZEN WORKERS' RIGHTS

Black: accepted language

~~Crossed~~: proposed by HAW in previous pass, accepted to be crossed out.

~~Red~~: language proposed by the Corporation and rejected by the Union

~~Red~~: new or reasserted language by the Union

~~Section A. 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 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 ~~BA~~. Institutional Support for Non-Citizen Employees

1. Assuming 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 implications of federal administrative actions that may impact them or their families of which the ~~University Corporation~~ 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.
2. The ~~Corporation University~~ shall provide information and reasonable support to its Non-Citizen Employees ~~under University visa sponsorship~~ through the Harvard International Office (HIO) and other relevant groups.
3. ~~Upon offer of appointment,~~ the ~~Corporation University~~ 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.
4. The HIO ~~will~~ shall maintain an after-hours support phone line in case of immigration and visa related emergencies that require immediate response from HIO.
5. The HIO shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, if ~~the~~ an Employee has a complex immigration issue.

6. The ~~Corporation University~~ shall 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 ~~Corporation University~~ will also publish guidance to managers on responding to requests from law enforcement or other government regulatory or investigative agencies. ~~Such guidance shall include relevant provisions from this Article.~~
7. ~~Employees may request a Union representative to be present in all discussions of workplace matters related to immigration processes. Such requests shall not be unreasonably denied.~~

Section B. Visas

1. ~~The Corporation shall make every reasonable effort to provide Employees with an offer letter in a timely fashion, accounting for visa processing times, so that the Employee may obtain their visa before the expected start date.~~
2. ~~The Corporation shall meet with Non-Citizen Employees to discuss available visa options given their individual circumstances to determine in its reasonable discretion which visa status is most appropriate under all relevant circumstances, both at the time of offer acceptance and again at least 180 days before expiration of the Employee's visa status, where the visa will expire prior to the end of the Employee's appointment. The Corporation shall also meet with Employees for such discussions upon request. The Corporation shall consider requests for sponsorship on H1-B visas or other alternate visas for which an Employee may legally qualify on a case-by-case basis.~~
3. ~~The Corporation shall bear all visa processing sponsorship costs for employment-based visa statuses. This shall include, but is not limited to, H-1B fees paid by the Corporation directly to the United States Citizenship and Immigration Services (USCIS), any Student and Exchange Visitor Information System (SEVIS) or visa fees. This also includes premium processing fees. Where the candidate is required to make a payment, the Corporation shall reimburse the amount to them, no later than one month after the Employee has filed a request for reimbursement.~~
4. ~~For visa renewals, Employees shall be reimbursed for pre-approved travel expenses. The total reimbursement amount per request shall typically not exceed \$1500. The Corporation reserves the right to request documentation to evaluate the reimbursement request.~~
5. ~~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 the Employee's scholarly pursuit or career and professional development.~~

6. For incoming Employees under Harvard J-1 sponsorship, the Corporation shall make every effort to issue a DS2019 for the full intended length of employment, as stated by the host department, provided funding is expected to be available.
7. ~~If the position sponsored for H1-B 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 shall provide all documentation necessary for a petition to add teaching as a permitted activity.~~

For H1-B research appointments, Employees may request adding teaching as a permitted activity. When the Corporation allows it, the Corporation shall provide all documentation necessary for a petition to add teaching as a permitted activity. The Corporation shall inform Employees of this option and the process for requesting it.

Section C. Immigration Status Issues

In cases where an Employee does not have valid work authorization or is unable to enter the U.S. due to their immigration status, or has their immigration status challenged by immigration enforcement agencies:

1. ~~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.~~

The Corporation may allow the Employee to perform their duties outside the U.S. for a limited period of time when legally possible and absent work-related restrictions that would preclude remote work.

2. If remote work is unavailable, the Corporation may authorize unpaid leave status for up to 12 months until the Employee is able to return.
3. ~~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.~~

If lawful employment is not possible, the Corporation shall hold the position open for 150 days in order for the Employee to obtain work authorization or immigration status

that permits them to work. If lawful status is obtained thereafter, the Corporation shall make a good faith effort at reemployment.

Section D. Paid Immigration-Based Leave.

1. Subject to any pay restrictions in a particular sponsor project, Employees shall have the right to ~~ten (10) five (5)~~ business days off without loss of pay to attend visa and immigration proceedings they are required to attend for themselves, their spouse, or dependent(s). The Employee may request additional paid time off for such purposes, and such requests ~~shall not be unreasonably denied will be given good faith consideration~~. This time shall not be counted against any other paid or unpaid time off allotted by the Corporation or guaranteed by this Agreement.

Section E. Permanent Immigration Status

1. An Employee may discuss obtaining Legal Permanent Residency (LPR) sponsorship from Harvard. If this request is compatible with the University's academic needs and the Employee's career prospects, the Corporation shall consider such requests in good faith. If the Corporation sponsors an Employee for LPR, the Corporation shall pay for all associated costs for the sponsorship and application process for the Employee's application. Considering the extended timeline for Green Card processing, the process shall start as soon as reasonably possible once the Corporation has determined to sponsor the Employee.
2. Nothing precludes the Corporation from offering LPR sponsorship to new Employees.
3. Nothing in this Article precludes an Employee from pursuing LPR status without University sponsorship.

Section F. Immigration Enforcement

1. Immigration status is confidential and the ~~Corporation 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 ~~Corporation University~~ or its employees in legal proceedings, or as expressly stipulated in this Agreement.
2. The ~~Corporation University~~ shall not disclose confidential information concerning ~~employees~~ to ~~Immigration and Customs Enforcement (ICE)~~ or its agents, except as required by law. To the extent permitted by law, confidential information includes, ~~minimally~~, name, address, citizenship, and social security numbers.
3. Should immigration enforcement attempt to enter private areas of the University, the Corporation shall, to the best of its abilities, verify the credentials of immigration agents and their legal authority to conduct immigration enforcement action, and ensure the agents have a judicial warrant that is signed by a federal judge. The Corporation shall not

disclose the work location or whereabouts of an Employee unless required by law.

4. If an immigration-related warrant, subpoena or other formal or informal request is issued by a governmental agency to the ~~Corporation University~~, the ~~Corporation University~~ shall ~~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 University~~ provides the requested documents to the agency, or allows the agency to view them on-site, it shall ~~will~~ inform the affected Employees as soon as possible and give them copies of the provided documents ~~within three (3) calendar days~~.
5. When the Corporation receives a request for information about an Employee or is made aware of immigration enforcement activity on campus, it shall inform the Union as soon as reasonably possible.

Section G. Status verification.

In case any discrepancy were to be found in an Employee's records such that it could jeopardize their immigration status, the Employee will not be terminated immediately, but the Corporation shall notify the Employee of the discrepancy and allow them 120 days to provide necessary information to clear the issue, unless a shorter period is necessary to avoid legal violations.

Section H. Meetings and Consultation

1. Issues of international employment, immigration status, and visas may be discussed at meetings of the LMC.
2. Should any change in laws, regulations or practices 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 and bargain any necessary adjustments in good faith.

Section I. Grievance

Grievances pertaining to this Article may be filed at Step Two of the Grievance and Arbitration Article.