

ARTICLE XX

NON-CITIZEN WORKERS' RIGHTS

Yellow: New University language
Blue: Re-asserted University language
Red: Union language

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 Corporation** will ~~make its best effort to facilitate compliance and~~ provide information and reasonable support to its non-citizen Employees **under University visa sponsorship** through the efforts of the Harvard International Office (**HIO**) 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. 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. 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 **University Corporation** shall provide information and reasonable support to its Non-Citizen Employees **under University visa sponsorship**, ~~and informational support to its Non-Citizen Employees not under University visa sponsorship~~ through the Harvard International Office (**HIO**) and other relevant groups. **HIO may also informally provide informational support from time to time to other non-citizen Employees who are not under University visa sponsorship but is not obligated to do so.**
3. Upon offer of appointment, 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.

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 an Employee has a complex immigration issue.
6. The University Corporation 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 University Corporation 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 BC. 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.~~ In accordance with the Appointment Notification and Security Article, new non-citizen Employees under University sponsorship shall receive an appointment letter no later than the commencement of their appointment but, where practicable, the University may send such letter earlier to account for visa processing times.
2. The University Corporation provides visa sponsorship for certain employees with ~~temporary-non-permanent~~ academic appointments to enable such individuals to enter the United States and to remain at Harvard for the time required to fulfill the intended purpose of the academic visit.

The University Corporation generally provides visa sponsorship only for researchers and other academic appointees. University visa sponsorship is generally not available for non-academic staff positions.

Sponsored visa status is determined by the University Corporation taking into account the nature of the position for which the Employee is hired and relevant University policy. The standard visa sponsorship for Postdoctoral researchers is a J-1 Research Scholar; ~~but this does not preclude the University in its discretion from offering Postdoctoral researchers from obtaining another visa sponsorship type, such as H1B, in appropriate circumstances.~~

The University Corporation shall meet with any Employee upon request to discuss visa options in light of their individual circumstances and the position they hold. In consultation with the hiring host department or academic unit, the University Corporation may 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. If permitted by law and regulation, the University will endeavor to ~~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.
4. For incoming Employees under Harvard J-1 sponsorship, the ~~University Corporation~~ shall endeavor to issue a DS2019 for the full intended length of employment, as stated by the host department, provided funding is expected to be available.
5. ~~Employees may request adding teaching activity for a~~ If the position sponsored for H1B status ~~includes a teaching component, t.~~ The ~~University Corporation~~ 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 Corporation~~ 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.

Section ED. 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 Corporation~~ discretion to allow remote work outside of the United States for a limited period of time. Whether to grant an exception and for how long solely in the ~~University's Corporation~~ discretion and may depend on whether there are any legal implications, sponsor considerations, other work-related restrictions, or any other reasonable rationale that would prohibit remote work. Any determination whether or not to grant remote work, or its duration, is not grievable.
2. Where remote work is not approved, and if the ~~University Corporation~~ is not able to continue to employ an Employee as a result of the Employee's immigration status, the ~~University Corporation~~ shall hold the position open for a reasonable period of time, usually ~~one hundred fifty (150) sixty (60)~~ ninety (90) days, where feasible, in order for the Employee to obtain work authorization.

In addition, the ~~University Corporation~~ may authorize unpaid leave status for up to ~~one hundred fifty (150) 60~~ ninety (90) days until the Employee is able to return. Any determination whether or not to authorize unpaid leave status or its duration is not grievable.

3. 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.

Section DE. Paid Immigration-Based Leave.

1. Subject to any pay restrictions in a particular sponsor project, Employees shall have the right to five (5) business days off during their appointment period 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. This time shall not be counted against any other paid or unpaid time off allotted by the Corporation or guaranteed by this Agreement.

Section EF. Permanent Immigration Status

- ~~1. Bargaining unit positions are not eligible for Legal Permanent Residency (LPR) sponsorship from the University, given their status as non-permanent positions.~~
1. An eligible Employee may discuss obtaining Legal Permanent Residency (LPR) sponsorship from Harvard. If this request is compatible with the University Corporation academic needs and the Employee's career prospects, the University Corporation shall consider such requests in good faith. If the University Corporation sponsors an Employee for LPR, the University Corporation may in its discretion ~~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 University Corporation has determined to sponsor the Employee.
2. Nothing precludes the University Corporation from offering LPR sponsorship to new eligible Employees.
3. Nothing in this Article precludes an Employee from pursuing LPR status without University sponsorship.

Section FG. Immigration Enforcement

1. Immigration status is confidential and the University Corporation ~~shall~~ ~~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 Corporation or its employees in legal proceedings, or as expressly stipulated in this Agreement.

To the extent permitted by law, confidential information includes, minimally, name, address, citizenship, and social security numbers.

2. ~~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.~~
3. If an immigration-related warrant, subpoena or other formal or informal request is issued by a governmental agency to the **University Corporation**, the **University Corporation** ~~shall~~ **will** inform the affected Employee as soon as possible and give them a copy of the request. If the **University Corporation** 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.
4. When the ~~Corporation~~ **University** receives ~~a request for information about~~ **a visa audit of** an Employee ~~or is made aware of immigration enforcement activity on campus,~~ it shall inform the **Employee Union** as soon as reasonably possible.

Section ~~GH~~. Status verification.

~~In case any discrepancy were to be found in an Employee's records such that it could jeopardize their immigration status, the affected employee shall be afforded reasonable opportunity to remedy the identified issue before adverse action is taken.~~

Section ~~HI~~. 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, if impact bargaining is required under the law, shall bargain any necessary adjustments in good faith.**

Section ~~IJ~~. Grievance

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