

**ARTICLE 13**  
**NON-CITIZEN STUDENT WORKER RIGHTS AND WORK AUTHORIZATION**

*[Note: Bracketed language regarding Assistance Fund is not part of this proposal but will be addressed separately at a future date]*

**Section 1.** While the University does not offer legal advice to SWs, Harvard International Office can advise a SW generally on visa issues as they relate to the academic and/or employment relationship with the University. Harvard International Office shall maintain a list of attorneys and agencies for referral, including pro-bono agencies, if a SW has a complex immigration issue or if the SW is in need of immigration advice that is not related to the SW's academic and/or employment relationship with the University. Legal fees if the SW retains such an attorney would be borne by the SW *[and may be reimbursed under the Non-Citizen Student Worker Assistance Fund in Section 2 if the legal matter involves an immigration issue that directly affects the SW's ability to work at the University.]* The University shall annually post an up-to-date list of University resources for non-citizen SWs.

Additionally, HIO shall invite immigration attorneys to visit campus (Cambridge and Longwood), either in-person or virtually, once each semester to discuss H visas and green cards. The University agrees to take reasonable efforts to record any such presentation for additional viewing and/or, in its sole discretion, make available live streaming, provided that the immigration attorney(s) consent(s) to such recording.

*[Section 2. Non-Citizen Student Worker Assistance Fund.*

*Effective upon ratification, the University shall establish a Non-Citizen Student Worker Assistance Fund. This fund shall be at least \$225,000 for each fiscal year of this Agreement. SWs who are resident or non-resident aliens for tax purposes may apply for reimbursement of immigration and legal expenses if the legal matter involves an immigration issue that directly affects the SW's ability to work at the University.*

*The Non-Citizen Student worker Assistance Fund shall be administered by the Benefits Trust. Distribution of any funds shall be made in accordance with procedures, policies and requirements approved by the Trustees of the Benefits Trust.]*

**Section 3.** Immigration Leave.

Salaried SWs shall have a right to five (5) paid business days of leave per year in order to attend visa and immigration proceedings and any other related matters for the SW and the SW's family. SWs employed on an hourly basis may also be absent for the same purposes without loss of pay

if the attendance at the immigration proceeding occurs during hours when the SW is required to be working. The SW may request additional time that may be needed beyond the five (5) business days and such requests will be given reasonable consideration.

**Section 4.** In cases where a SW is unable to return to the United States as a result of their immigration status, and for reasons outside of their reasonable control (*e.g.*, administrative processing), the University shall undertake reasonable efforts to arrange for the SW to perform their duties outside the U.S. Where remote work is not authorized, the University shall terminate the SW's employment, but may hold their position open for a reasonable period of time, where feasible, in order for the SW to enter the United States with work authorization or immigration status that lawfully permits them to work as a SW. 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 5.** If the University is not able to lawfully employ or continue to employ a SW as a result of the SW's immigration or non-citizen status, the University agrees to hold their position open for a reasonable period of time, where feasible and/or to meet with the Union and the SW to discuss potential re-employment into their prior position or another position if their previous position is unavailable. The University agrees to make reasonable efforts to re-employ the SW as soon as possible after that person obtains work authorization or immigration status that lawfully permits them to work as a SW. Such timing of re employment shall depend on several academic factors, which are not grievable including the academic calendar. The timing of re-employment may also depend on other factors such as the availability of lab space and research funding.

**Section 6.** Issues surrounding immigration and visa status that may affect SWs can be appropriate topics for the Union-Management Committee. In addition, to assure effective support services, foster good communications and better understanding between the University and its international graduate employees, the University shall convene two meetings yearly between the University and the Union that will include staff from the HIO.

**Section 7.** Except as required by law, legal process, or regulations governing the administration of F-1 student and J-1 exchange visitor programs, the University shall not disclose any SW's immigration information or personal information including, but not limited to: temporary or permanent home address, contact information, workplace, or work schedule to any government entity.

**Section 8.** I-9 forms shall be maintained in a file separate from other human resources files.