ARTICLE XX
NON-CITIZEN WORKERS' RIGHTS

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 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 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 is aware. In cases of delays or complications, the University will promptly inform the Employee and, within its capacity, work to resolve the issue.

2. The 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. 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 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 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 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 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. The University may accept such requests at its discretion.

Section C Visas

1. 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 provides visa sponsorship for certain employees with 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 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 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 another visa sponsorship type, such as H1B, in appropriate circumstances.

   The University 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 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 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 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 position sponsored for H1B status 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.

Section D. 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 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 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 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, usually ninety (90) days, where feasible, in order for the Employee to obtain work authorization.

   In addition, the University may authorize unpaid leave status for up to 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 E. 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 F. Permanent Immigration Status

1. An eligible Employee may discuss obtaining Legal Permanent Residency (LPR) sponsorship from Harvard. If this request is compatible with the University academic needs and the Employee's career prospects, the University shall consider such requests in good faith. If the University sponsors an Employee for LPR, the University 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 has determined to sponsor the Employee.

2. Nothing precludes the University from offering LPR sponsorship to new eligible Employees.

3. Nothing in this Article precludes an Employee from pursuing LPR status without University sponsorship.

Section G. Immigration Enforcement

1. Immigration status is confidential and the University shall 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.

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

2. If an immigration-related warrant, subpoena or other formal or informal request is issued by a governmental agency to the University, the University shall inform the affected Employee as soon as possible and give them a copy of the request. If the University provides the requested documents to the agency, or allows the agency to view them on-site, it shall inform the affected Employees as soon as possible and give them copies of the provided documents.

3. When the University receives information about a visa audit of an Employee, it shall inform the Employee as soon as reasonably possible.

Section H. 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, unless otherwise prevented or restricted by law.

Section I. 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 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 J. Grievance

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

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The following statement will be added as a side letter to the Agreement and will expire on the last day of this Agreement:

The University's Advisory Regarding Federal, State, and Local Law Enforcement Inquiries can be found here. If the University substantially changes this guidance during the timeframe of the Agreement, the University will notify the union.