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University  
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Article \_\_\_\_

**INTERNATIONAL STUDENT WORKER RIGHTS AND WORK AUTHORIZATION**

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. HIO shall maintain a list of attorneys and agencies for referral 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.

Additionally, HIO shall invite immigration attorneys to visit campus (Cambridge and Longwood) 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 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 as defined in Section 2 of Article ---, Leave Provisions. A SW on an hourly basis may also be absent for the same purposes but without pay.

Section 3. In cases where a SW is unable to return to the United States as a result of ~~his or her~~ their immigration status, and for reasons outside of ~~his or her~~ their reasonable control (e.g., administrative processing), the University shall undertake reasonable efforts to arrange for the SW to perform ~~his or~~ their duties outside the U.S. until such time as either the SW can no longer work effectively by remote or is not making sufficient academic progress to maintain student (and thus SW) status. Any determination regarding such academic progress is not grievable. Additionally, permission to work remotely shall be reviewed every two weeks, at which time a SW must obtain reauthorization for an additional two weeks.

Section 4 If the University is not able to lawfully employ or continue to employ a SW as a result of the SW's immigration status, the University agrees 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 ~~him or her~~ 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. ~~and availability of lab space and research funding.~~

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Section 5 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 6. Within three (3) months of the ratification of this Agreement, the University shall establish a University-wide Working Group with representatives from various constituencies, including the HGSU-UAW, to evaluate English-language needs of SWs, and the availability and the effectiveness of resources currently available such as the English Language Program, the Center for Writing and Communicating Ideas, and the Professional Communication Program for International Teachers and Scholars at the Bok Center. The Working Group will produce a list of recommendations to improve ESL services at the University including but not limited to enhancing post-ELP resources, access to ELP or equivalent programs at all Schools, and affordable proof-reading resources for teaching and research work products. Two (2) SWs selected by the Union shall serve on such a Working Group.