

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNIVERSITY OF WASHINGTON (UNIVERSITY)  
AND  
THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO and its  
LOCAL UNION 4121 (UNION)

**MOU: Article XX: International/Immigrant Scholar Rights and Support**  
**Side Letter: Visa Sponsorship**

Within 12 months of ratification, the Employer and the Union will meet to discuss the development of a pilot program for non-academic employee visa sponsorship which will include Research Scientist/Engineer job classifications. The University may establish this program at its sole discretion. Each following year or upon mutual agreement, the University and the Union will meet to discuss any progress on program development.

At its sole discretion, the University may establish a pilot program for non-academic employee visa sponsorship. Should the Employer decide to start a pilot program, after one (1) year upon request, the Employer and Union will meet to discuss the program's progress.

This side letter expires on XXXX (last day of the CBA).

Section 1. Visa and immigration options

- A. The Employer shall may offer all International employees all eligible visa categories, as long as they meet Department of Homeland Security and United States Citizenship and Immigration Services regulations. The Employer shall include information about visa sponsorship in any job listings of bargaining unit positions.

H-1B may be an appropriate visa classification option for full time employees.

- B. The Employer and the Union shall co-host quarterly annual workshops with immigration attorneys on visa and immigration options for employees. The Employer and the Union will equally share the cost of attorney fees for these workshops.

Section 2. Visa Fees

- A. The Employer, Department, Program or Unit shall pay or reimburse all fees for visa sponsoring and processing and not pass on the costs to the employee. The University shall pay Visa Processing Fees and Expenses for the employees it sponsors.

- ~~A. The Employer will strongly encourage units to request the~~ The Employer shall pay the Premium Processing Fee option for all work authorization applications.

~~This MOU expires on XXXX (last day of CBA).~~

### ~~Section 3. Employer Sponsorship of Employment-Based Permanent Residency Applications~~

- ~~A. Employees shall be eligible to apply for Employer sponsorship of an employment based permanent residency application.~~
- ~~B. The Employer shall pay all fees associated with an employment-based permanent residency application including but not limited to filing fees and legal assistance.~~

### ~~Section 34. Maintaining Immigration Status~~

- ~~A. The Employer shall provide information and guidance to employees who are attaining a new visa or permanent residency status or modifying their existing visa or status.~~
- ~~B. The Employer will make a good faith effort to process visa paperwork in the control of the Employer in a timely manner.~~
- ~~i. If delays in processing the visa paperwork in the control of the Employer results in additional expenses or financial losses to the employee, the Employer shall make the employee whole including but not limited to payment of lost wages and travel.~~

### ~~Section 45. International Grievants Who Are Dismissed~~

- ~~A. If the grievant was required to leave the country prior to the arbitration hearing due to a change in visa status as a result of the grieved action, but elects to participate in person on a travel visa, upon request the Employer will assist in obtaining the travel visa by providing the form letter in Attachment A.~~
- ~~B. If the arbitrator makes the determination that the grievant was not dismissed for just cause, the employing unit shall reimburse for actual travel costs incurred, for the grievant only, to appear at the hearing. Such reimbursement by the employing unit shall be limited to a travel visa and airfare, in accordance with Employer Travel Policy.~~
- ~~C. If the arbitrator upholds the dismissal, the Union shall be responsible for reimbursement of travel costs to the grievant.~~

### ~~Section 56. Paid Leave for Visa and Immigration Proceedings and Appointments~~

- ~~A. The Employer shall provide 5 days of paid leave per year in order for the employee~~ Employees may use available time off balances to attend visa and immigration proceedings and biometrics appointments for the employee and their family.

~~Proposed Attachment A:~~

~~DATE~~

~~Dear \_\_\_\_\_:~~

~~University of Washington and UAW 4121 have agreed to a collective bargaining agreement for Research Scientist/Engineers A-4 (RSEs) at UW. As part of that agreement, RSEs have the right to participate in a hearing by a neutral, independent arbitrator to resolve disputes over termination of their employment. As such, the Union and University request that the U.S. Department of State facilitate providing a visitor visa to \_\_\_\_\_ (name of RSE) who worked at UW from \_\_\_\_ to \_\_\_\_ (dates of employment) as an RSE, so that they can participate in the arbitration hearing on \_\_\_\_\_ (dates) at the University of Washington regarding their termination from Employer employment.~~

~~Thank you in advance for your assistance.~~

~~Sincerely,~~

\_\_\_\_\_  
\_\_\_\_\_  
Name

\_\_\_\_\_  
\_\_\_\_\_  
Name

\_\_\_\_\_  
\_\_\_\_\_  
Title, Labor Relations, University of Washington

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\_\_\_\_\_  
President, UAW 4121