

H-1B REQUEST FORM – (Hiring Department)

DEPARTMENT STATEMENT OF RESPONSIBILITY

- Accuracy & Acknowledgment:** The information in this H-1B request provided to OISS is true and accurate to the best of our knowledge. The department/college request H-1B sponsorship for the employee/position indicated below.
- Fees:** The department/college agree to pay all fees associated with the H-1B sponsorship, including all USCIS filing fees (*as of 10/14/2020* typically \$960- \$3,360 depending on request type).
- Wage requirement:** We will ensure that the H-1B employee will be paid the required wage, as determined by OISS in accordance with guidelines from the U.S. Department of Labor (DOL), at all times during the validity period of the H-1B approval notice and certified Labor Condition Application (LCA). We will not decrease the employee’s wages (e.g. decrease from FT to PT status) in any way without consulting OISS.
- Contractual/wage Liability:** OISS follows DOL guidelines in determining the legally-required federal wage rate (including occupational classification, wage level, etc.) for all H-1B employees. However, in the event that a department fails to meet the terms of the H-1B employment – or in the event that Department of Labor or other federal agencies determine that UNLV did not meet the contractual obligations of the H-1B – the H-1B employee may be entitled to back-pay of wages at the level determined appropriate by DOL. Any such expenses are the responsibility of the hiring unit.
- “No Benching” requirement:** We will continue to pay the H-1B employee the required wage and eligible benefits, even during non-productive time that is due to a decision by the College/Department (e.g., lack of assigned work, training periods, etc.) during the authorized period of H-1B employment. This includes required full payment of wages during furloughs.
- UNLV employee benefits:** We will offer the H-1B employee benefits and eligibility for benefits on the same basis as U.S. workers in similar positions.
- Terms and working conditions of employment:** We acknowledge that the employment of the H-1B employee will not adversely affect the terms and working conditions of workers similarly employed in the area of intended employment.
- Changes in H-1B employment terms and conditions:** We agree to notify OISS in writing, and in advance, if there are any intended changes in the terms or conditions of the H-1B worker’s employment, including but not limited to: change in location of employment, salary, change in position, title, job responsibilities, leaves of absence, or contract termination for any reason.
Important note: A full-time position cannot be changed to part-time.
- H-1B is employment- and employer-specific:** An H-1B approval notice for UNLV does NOT authorize employment with another department or in another position. It also does not allow for honoraria from an outside source. We will contact OISS if we have any questions about employment restrictions.
- Early termination of H-1B employment:** We understand that the hiring unit (not OISS) must pay cost of return transportation abroad if for any reason the University terminates the H-1B employee’s employment prior to the expiration date of the current H-1B approval notice.
- Position duration:** We understand that UNLV only sponsors H-1B for regular full-time (100% FTE) professional staff/faculty positions with minimum 1-year duration. (If this is a tenure-track position, or you expect the position may last more than one year, the hiring department can request up to 3 years each petition). The maximum duration of H-1B status for each beneficiary is 6 years total.
- Long-term sponsorship implications:** The maximum duration of H-1B status for each beneficiary is 6 years total (usually in 3-year increments). It is the hiring unit’s responsibility to clearly communicate with the H-1B employee regarding reasonable expectations of continued employment-based visa sponsorship, including H-1B extensions, permanent residency sponsorship, (green card), and/or other employment-based visa categories. Hiring units with questions about these processes are strongly urged to contact OISS proactively and early in the hiring and employment process to discuss available options.

The signers below agree to and will follow the terms above when our College/Department hires the following H-1B employee

H-1B Employee Name:	H-1B employee job title:
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(Dean/AVP) Name:	Signature:	Date:
(Chairperson/Director) Name:	Signature:	Date: