



Office of Labor Relations

22 Cortlandt Street, New York, NY 10007

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Renee Campion

Commissioner

Daniel Pollak

First Deputy Commissioner

Nicole Andrade

General Counsel

Claire Levitt

Deputy Commissioner

Health Care Strategy

Georgette Gestely

Director, Employee Benefits Program

May 31, 2023

Mr. Henry Garrido
Executive Director
District Council 37
55 Water Street
New York, NY 10004

RE: Remote Work Pilot

Dear Mr. Garrido:

This letter is to confirm that, pursuant to paragraph 12 of the 2021-2026 Memorandum of Agreement dated February 16, 2023, the parties hereby agree to establish a Remote Work Pilot (the "Pilot") effective June 1, 2023. The agreed upon terms of the Pilot are as follows:

I Term and Frequency

- The Pilot shall run from June 1, 2023 to May 31, 2025 and shall automatically renew for an additional one (1) year period if both parties mutually agree.
- Eligible employees shall be allowed to remote work up to two (2) day[s] per week.

II Eligibility and Criteria

- Employees in titles represented by District Council 37 ("DC37") who work in Mayoral Agencies may be eligible to participate in the Pilot if their employing agency determines they meet the following criteria:
 - Employee must be deemed to have satisfactory performance based on their most recent performance evaluation. If the employee has not been evaluated within the last 12 months, their performance will be presumptively deemed satisfactory;
 - Employee's job function does not require a continued presence at the job location;
 - There will be no reduction in services provided to the public;
 - Additional work will not be generated for co-workers due to the employee working remotely;

- There will not be an impact on the agency's ability to train and develop employees as a result of remote work.
- Agencies will be required to submit their list of eligible employees to City Hall for approval and the approved lists will then be shared with DC37 for review prior to implementation at any Mayoral Agency. DC37 may request a labor-management meeting with the Agency to discuss the eligibility list.
- The City will issue remote work guidelines consistent with the terms of this MOA for the Mayoral agencies in an effort to ensure that this Pilot is implemented in a consistent and equitable manner.

III **General Provisions**

- Employee participation in the Pilot is strictly voluntary.
- Eligible employees who volunteer to work remotely will need to acknowledge that they have read and understand the details regarding their remote work assignment, which is attached as an Appendix.
- An employee's remote work location must be approved by their Agency.
- An employee may be required to return to the office based on operational need, if directed by Management.
- Management may restrict an employee's use of flex time on remote work days.
- Employees shall be responsible for all costs associated with remote work, including but not limited to electronic devices and internet, however, agencies are strongly encouraged to provide equipment where possible.
- Employees must adhere to all applicable city rules, policies and guidelines, including for the approval of overtime, while working remotely.

IV **Appeals and Termination**

- If an employee's title has been deemed eligible for remote work by their Agency, but they are denied remote work, the employee may request reconsideration by their Agency Head (or designee). If there is a meeting between the agency and employee, the employee may bring union representation.
- If there is a dispute involving the exclusion of an entire group of employees or titles within a particular Agency from this Pilot, DC37 may request a labor-management meeting with a Central Remote Work Committee consisting of representatives from City Hall, OMB, DCAS, Law and OLR.
- The decisions of any Agency and/or the Central Remote Work Committee shall be final and not grievable in any forum. However, the union retains the right to grieve alleged violations concerning the processes outlined in this MOA.
- An Agency may terminate an individual employee's remote work agreement upon one (1) week's written notice, or upon 24 hours written notice in the case of an emergency.
- Revocation of an individual employee's remote work agreement shall not be considered discipline.

- Either party may terminate this Pilot Program upon thirty (30) days written notice, which will trigger a Labor-Management meeting at the request of either party.

V Labor-Management Meetings

- In an effort to ensure the smooth implementation of the Pilot, the parties agree to meet within one (1) month of the initial rollout and at least once every three (3) months thereafter (or sooner if mutually agreed) to review the Pilot. Any extension or modifications to the terms of this Pilot must be mutually agreed to by the parties.
- The parties also agree to continue meeting to discuss alternative work flexibility measures for those employees whose job functions are not eligible for remote work.

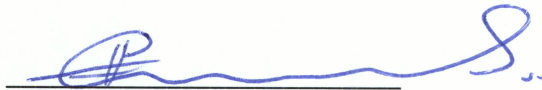
If the above conforms to your understanding, please countersign the below.

Sincerely,



Renee Campion
Commissioner

Agreed on behalf of District Council 37:



Henry Garrido

Employee Information:

Employee ID:	
Last Name:	First Name:
Civil Service Title:	Civil Service Title Code:
Office Title:	Office Title Code:
Agency Name:	Agency Code:
Date of Appointment to Current Title:	

Designated Alternate Work Location:

Full address of alternate work location:	Phone # of alternate work location:
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Schedule:

Proposed Start Date:		
Day	Location	Anticipated Hours
	<input type="checkbox"/> Office	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Alternate Work Site	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Office	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Alternate Work Site	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Office	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Alternate Work Site	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Office	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Alternate Work Site	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Office	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
	<input type="checkbox"/> Alternate Work Site	From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>
Daily Lunch Period: From: AM <input type="checkbox"/> PM <input type="checkbox"/> Until: AM <input type="checkbox"/> PM <input type="checkbox"/>		

Equipment:

Equipment needed to perform work at alternate work site:	Provided by Agency?	Equipment ID Number (if applicable)
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Software:

Software needed to perform work at alternate work site: (check appropriate box)	Accessed with VPN	Licensed Copy Provided by Agency	Employee to Provide
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Aside from specific modifications required to allow for remote work, all other terms and conditions of employment will continue to apply;
- I must be available during my scheduled hours in accordance with the prescribed communication methods and must maintain regular contact with my colleagues, supervisors and/or subordinates as I would in the traditional office location while working remotely;
- I must adhere to all applicable city rules, policies and guidelines, including for the approval of overtime, while working remotely.
- If a meeting at the traditional work location requires my physical presence on a regularly scheduled remote work day, I will receive advance notice from my supervisor and am required to report as requested;
- I understand that I may be required to return to the office based on operational need, if directed by Management.
- I am not to perform personal errands, tasks, dependent care duties, etc., on City time while working remotely;
- The cost, upkeep, maintenance and repair of any personal equipment used for City purposes will be solely my responsibility;
- I am required to maintain the security of any and all City documents, data and information (electronic or otherwise) and must continue to follow prescribed IT policies at all times, including privacy, cyber and information security procedures and protocols;
- All remote work should be performed at the designated alternate work location specified in this document;
- In designing my workspace, I should apply the provided guidelines for an appropriate workspace at my alternate work location and ensure that appropriate, ergonomic equipment, which is in good working condition, is utilized while performing job functions.
- My Agency may terminate this remote work acknowledgment upon one (1) weeks written notice or upon 24 hours written notice in the case of an emergency.
- Revocation of my remote work assignment shall not be considered discipline.

I have read and understand this Acknowledgment Form:

Employee Signature:

Date:

Supervisor Signature:

Date: