

## REMOTE WORK PILOT FOR DC 37 REPRESENTED EMPLOYEES

Memorandum of Understanding (“MOU”), entered into on the 15<sup>th</sup> day of February 2024, by and between the New York City Housing Authority (“NYCHA”) and District Council 37, AFSCME, AFL-CIO (the “Union”), as set forth below:

WHEREAS, the Union is the exclusive bargaining representative for certain NYCHA employees; and

WHEREAS, the Parties are desirous of entering into a remote work pilot program (the “Pilot Program”);

NOW, THEREFORE, it is mutually agreed as follows:

1. Effective as soon as practicable after execution, but no later than March 31, 2024, Eligible Employees, as defined below, may work from an alternative work site with a qualifying workspace (as defined in paragraph 4), subject to the conditions herein, up to two (2) days per week.
2. **Participation.** Participation in the Pilot Program is strictly voluntary.
3. **Eligibility.** Employees eligible to participate in the Pilot Program (“Eligible Employees”) shall be defined an employee who on the date of execution:
  - a. Serves in a title represented by District Council 37 or one of its umbrella Locals;
  - b. Has not had a finding of guilt after a General Trial or served a pre-hearing suspension within the last twelve (12) months;
    - i. Notwithstanding, if disciplinary charges proffered against an employee who served a pre-hearing suspension are subsequently withdrawn or unsubstantiated, employees remain eligible to telecommute, unless otherwise not eligible.
  - c. Has not had a finding of guilt after a Local Hearing within the last nine (9) months;
  - d. Has not been absent without official leave (“AWOL”) for three (3) full workdays in the prior twelve (12) months;
    - i. An employee who is excluded based on this provision shall be eligible to re-apply twelve months (12) from the *latest* AWOL day, including any subsequent AWOL days during the ineligibility period, subject to the terms of the remainder of Paragraph 3.
  - e. Has a primary job function that does not require a continued presence at a NYCHA location;
  - f. Completed the program application and has received written approval from his/her direct supervisor and his/her Executive Vice President (“EVP”) (or higher).

The Supervisor is required to submit the completed application, with a copy to the requesting employee, to [Telecommute@nycha.nyc.gov](mailto:Telecommute@nycha.nyc.gov);

- g. Has access to a qualifying workspace where the employee will regularly and routinely perform assigned duties while telecommuting;
- h. Has access to equipment and/or systems compatible with NYCHA networks that will be used for telecommuting, including, but not limited to, Microsoft 365, Multifactor Authentication ("MFA"), NYCHA's Virtual Desktop Infrastructure ("VDI") and such other equipment and/or systems required to perform the employee's job functions;
- i. Is able to perform all regular duties remotely without causing a reduction in services provided to NYCHA residents and/or the public at large;
- j. Is able to perform all regular duties remotely without generating additional work for co-workers due to the telecommuting employee's remote work;
- k. Remains accessible during the workday by means including but not limited to telephone, email, video conferencing, instant messaging, and network access;
- l. Maintains flexibility and is available to report to the office if requested by employee's supervisor, if required for in-person meetings, training, or for any other business reason as determined by employee's supervisor; and
- m. Is in compliance with all applicable IT, Security, Privacy, Legal Hold, and Confidentiality policies and procedures.

4. **Qualifying Workspace.** Participating employees must have their remote work location approved by their Vice-President. Under no circumstance may an employee work remotely from outside the United States.

A qualifying workspace must:

- a. Be clearly defined;
- b. Have adequate lighting;
- c. Have appropriate furniture;
- d. Have adequate technology for participating in remote meetings/work, as required;
- e. Be free from distractions and obstructions; and
- f. Maintain privacy and confidentiality.

5. **Expenses.** Employees shall be responsible for all costs associated with remote work, including, but not limited to, electronic devices and internet; however, upon request of a participating employee, NYCHA departments will use their best efforts to provide a work laptop and other available equipment to the extent available.

6. **Time and Leave.**

- a. The amount of time a participating employee is expected to work per day will not change as a result of telecommuting. Employees are expected to observe the same business hours while telecommuting as they would normally observe during days working at their NYCHA site. All changes to work hours must be

- approved in writing by the employee's direct supervisor. All work hours must be consistent with NYCHA's Human Resources Manual (the "HR Manual").
- b. Participating employees must accurately and timely report actual hours worked, including start time and finish time, and report any periods in addition to their unpaid meal period during which no work was performed.
  - c. Employees may not perform any non-NYCHA work during their NYCHA time, including attending personal errands, engaging in childcare or eldercare, or otherwise utilizing NYCHA time for a non-NYCHA purpose.
  - d. The employee must submit and receive advanced approvals for all requests for time off in accordance with established department procedures and NYCHA Time and Leave rules. When an employee's need for leave cannot be anticipated due to illness, emergency, or any other circumstance that prevents the employee from carrying out work assignments on a scheduled telecommuting day, the employee is obligated to provide notice of that absence in accordance with the procedures for their department. Consistent with the HR Manual, this notification must be made no later than one hour after the start of the shift, and the employee must provide a reason for the absence.
  - e. Consistent with the HR Manual, any overtime performed while telecommuting must be authorized in advance in writing by the employee's direct supervisor. Requests for any eligible compensatory time off must also be authorized by the employee's direct supervisor in advance.

#### **7. Telecommuting Days**

- a. Eligible Employees shall request, in writing, to their direct supervisor, on a form prepared by NYCHA, up to two days a week for telecommuting during the term of the Pilot Program. Employees may also indicate alternate days in the event their first choice(s) are unavailable for them to telecommute. Supervisors shall review requests and assign days based on seniority (by time in title) and operational needs such that adequate in-person staffing is available each day. In the event of a situation where multiple Eligible Employees request the same day such that it would be operationally infeasible for all such requests to be granted, preference will be given based on seniority, unless operational need dictates otherwise.
- b. Eligible Employees may submit a request to change their designated telecommute day(s) every six months, or at a designated open-enrollment period, provided, however, that the same approval process and operational feasibility apply.
- c. Once approved, an employee is not authorized to change their telecommute days, and will be expected to report to the office on their regularly assigned office days, or otherwise request the use of leave.
- d. In the event a participating employee is required to report to their regular worksite on a day they were otherwise approved for telecommuting, provided there is no operational impediment, an employee's direct supervisor may allow for an additional telecommute day during the same week, provided, however, that no employee shall telecommute for more than two days in a workweek.

- i. A participating employee is not entitled to an additional telecommute day if their regular telecommute day falls on a holiday or if the employee utilizes annual leave on their regular telecommute day.

**8. Approval, Appeals, and Revocation.**

- a. Prior to participation in the Pilot Program, an Eligible Employee must complete the Telecommuting Application and submit it to their direct supervisor. The Telecommuting Application will include an affirmation that the employee has read and agrees to the terms and conditions contained within this MOU. Upon completion of the Telecommuting Application, the employee shall submit it via email to their direct supervisor and EVP.
- b. If an employee holds an Eligible Title but has been denied remote work, the employee may request reconsideration by the CEO or designee, whose decision will be final and binding and shall not be subject to the grievance process.
- c. A participating employee may withdraw from the Pilot Program at any time by notifying their direct supervisor and emailing [telecommute@nycha.nyc.gov](mailto:telecommute@nycha.nyc.gov).
- d. NYCHA may terminate an employee's remote work agreement upon one (1) week's written notice if the employee violates any of the terms herein. Termination of an employee's remote work agreement shall not be considered discipline.

**9. Committee on Further Work Flexibility.** The Parties agree to hold Labor-Management meetings to continue to discuss eligibility of staff based in property management offices, as well as to explore alternative work flexibility measures for those employees whose job functions are not eligible for remote work.

**10. Term.** This MOU shall run from the date of execution until December 31, 2025, and shall automatically renew for an additional one (1) year period unless either party serves a written notice of non-renewal no fewer than sixty (60) days prior to the expiration of the term.

- a. 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.

11. This MOU represents the entire agreement between the parties relating to the subject hereof. This MOU may not be amended or modified except as stated herein or by written agreement signed by all parties.

Agreed to and accepted by:

**New York City Housing Authority**

**District Council 37, AFSCME, AFL-CIO**

By: Kerri Jew  
Kerri Jew  
Executive Vice President and  
Chief Administrative Officer

By: Rose Lovaglio-Miller 2/13/2024  
Rose Lovaglio-Miller  
Associate Director