



Office of Labor Relations
55 Water Street, 26th Floor
New York, New York 10041

Ms. Rose Lovaglio-Miller
Associate Executive Director
District Council 37
55 Water Street
New York, NY 10004

Re: DC-37 Remote Work Pilot

Dear Ms. Lovaglio-Miller:

This letter is to confirm that, pursuant to paragraph 12 of the 2021 – 2026 City/DC 37 Memorandum of Agreement dated February 16, 2023, NYC Health + Hospitals (“NYC H+H” or “H+H”) hereby agrees to establish with District Council 37 (“Union”) a Remote Work Pilot (“Pilot”), effective March 3, 2024.

THE PARTIES HEREBY AGREE AS FOLLOWS:

I. TERM AND FREQUENCY:

- a. The Pilot shall run from March 3, 2024 to March 1, 2026 and may be renewed for an additional one (1) year period upon mutual agreement of the parties.

- b. Eligible employees will be permitted to work remotely as determined solely by their facility Chief Human Resource Officer.

II. ELIGIBILITY

- a. In order to participate in the Pilot, H+H Central Office Human Resources will take the following factors into consideration when determining Employee eligibility:
 - i. Whether Employee's job function requires a continued presence at the job location.
 - ii. Work performance.
 - iii. Disciplinary history.
 - iv. Whether additional duties and responsibilities will not be generated for co-workers due to Employees working remotely under this Pilot.
- b. The Employee must acknowledge that their remote work location meets established criteria for the safety of the Employee as delineated in the *DC-37 Remote Work Pilot - Employee Acknowledgement Form*.
- c. Participation in the Pilot will not affect H+H's ability to train and develop staff. Employees may be required to complete on-site training before being permitted to telecommute, and may be required to complete on-site training at any time during their employment with the NYC H+H. This includes but is not limited to all required H+H training modules and any trainings/in-service and competencies specific to the Employee's work area.

III. GENERAL PROVISIONS

- a. It is expressly understood that H+H operations and patient care must not be adversely impacted, in any way, by any Employee's participation in the Pilot.
- b. Employee and H+H's participation in the Pilot are strictly voluntary. NYC H+H agrees to utilize good faith efforts to ensure that the Pilot is implemented in a consistent and equitable manner.
- c. Once an Employee opts to participate into the Pilot, the Employee must commit to their scheduled work tour.
- d. H+H management retains the right to modify an Employee's schedule, consistent with their collective bargaining agreements, according to operational need.
- e. An Employee may be required to return to the office based on operational need, if directed by management and/or facility Human Resources.
- f. Employees must sign the *DC-37 Remote Work Pilot - Employee Acknowledgement Form* and acknowledge that their remote work location meets all necessary requirements applicable to their primary work location, including:
 - i. Having a safe work environment, free of distractions and obstructions;
 - ii. Having sufficient and reliable power and Internet access capability so that the Employee is able to effectively perform their duties;
 - iii. Having locked and/or secure storage for NYC H+H files and data to prevent both damage and unauthorized access to HIPAA protected information or other information as required by law;

- iv. Having appropriate ergonomic equipment, furnished and maintained by Employee, in good working condition.
- g. Employees are required to maintain the security and good working condition of technology resources, if assigned to them by NYC H+H. Such resources include, but are not limited to computers, tablets, mobile telephones, and data storage devices.
- h. Employees must adhere to all NYC H+H rules, policies and procedures while working remotely. It is the Employee's responsibility to comply with all H+H time and leave regulations, including overtime rules.
- i. Employees may not engage in any non-work related activities while working on H+H time, nor use H+H owned equipment for non-work related activities.

IV. APPEALS AND TERMINATION

- a. NYC H+H reserves its right to determine eligibility for employee participation under this Pilot. However, if an Employee's title has been deemed eligible for remote work by H+H but they are denied remote work, the Employee may request reconsideration by Central Office Human Resources. If there is a meeting scheduled between NYC H+H and an Employee, the Employee may bring union representation.
- b. The denial of a remote work arrangement for a represented Group 12 employee by H+H Central Office Human Resources is final and not grievable in any forum. NYC H+H reserves its right to terminate an Employee's participation in the Pilot and such termination is not to be deemed disciplinary action.

- c. The Union reserves its right to grieve any alleged violations of the processes outlined in this MOA.
- d. NYC H+H may terminate an individual Employee's remote work arrangement by providing written notice at least five (5) business days in advance of the effective date.
- e. An Employee may also end their remote work arrangement by providing written notice seven (7) calendar days in advance of the effective date.
- f. In the event of an emergency, NYC H+H reserves the right to immediately recall an employee from remote work due to operational need.
- g. Either party may terminate this Pilot at any time with thirty (30) days' written notice to the other party, which notice should also include a written request for a labor management meeting to discuss the termination.

V. LABOR MANAGEMENT MEETINGS

- a. In an effort to ensure the smooth implementation of the Pilot, the parties agree to confer within one (1) month of the initial rollout and at least once every three (3) months thereafter (or sooner if mutually agreed upon) to review the Pilot.
- b. Any extension or modifications to the terms of this Pilot must be mutually agreed to, in writing, by the parties.
- c. Both parties agree to continue discussions regarding 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,



ANDREA G. COHEN
Senior Vice President / General Counsel

AGREED TO AND ACCEPTED on behalf of District Council 37 on 12/21/2023.

BY: 
ROSE LOVAGLIO-MILLER
Associate Executive Director