

CAPS PROPOSAL

Bargaining Unit: 10

**Date: February 2, 2022:
2:30PM**

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.10 Telecommute/Telework Program

Appropriately planned and managed, telework is a viable work option that can benefit managers and employees of the state of California. In practice, telework is a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an alternate work location(s).

Telework, which is called "telecommuting" in statute, is an important means by which the state can help reduce air pollution, traffic and parking congestion, high costs of commuting, and demand for office space and reduction of associated costs office expenses to the state. The terms "telework," "teleworking," "telecommute," and "telecommuting" are defined as a work flexibility arrangement established between the department management and the employee under which the employee performs the duties and responsibilities of the employee's position, and other authorized activities, from a location other than the office. The term "office" refers to the location, state building, or official worksite that would be the employee's work location if not teleworking.

It is the policy of the state of California to encourage the use of teleworking as a work option.

- A. **Where operational considerations permit, a department may establish a telework program. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group.** The Program shall be in writing and distributed to all employees. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- B. Unit 10 positions and position duties identified by Departments as not viable for telework are subject to an appeal process, in accordance with timeframes outlined in Article 9 of this Contract.
- C. **If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied.** Employee's requests for telework shall be replied to in writing within twenty-one (21) calendar days of submission. The parties may mutually agree to extend this response period.
- D. Any Unit 10 employee who regularly works from a location other than their reporting State office shall enter into a telework agreement.
- E. Department management shall provide employee 30 days' notice in the event of a revision or termination of a Telework Agreement.

- F. **Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract.**
- G. **Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. The intended Program or changes to it shall be in writing and distributed to all employees. **Within thirty (30) calendar days of the date of such notification, the Union may request to meet-and- confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.****
- H. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee's teleworking workstation by a trained evaluator. The State shall take action as it deems necessary to make ergonomic equipment available to all employees.
- I. Should a Unit 10 employee require equipment that has not already been provided per the procedures outlined within Section 6.3 of this MOU, reimbursement to Unit 10 employees for business expenses may then include, but are not limited to, printers, scanners, desks, desk chairs, and expanded communication services and equipment.
- J. The proper method for a violation of the terms of this section shall be via grievance pursuant to Article 9 of the CAPS MOU.