

# CAPS PROPOSAL

**Bargaining Unit: 10**

**Date: February 2, 2022;  
2:48pm**

**Exclusive Representative: CAPS**

**Article: 7**

**Subject: Hours of Work and Overtime**

## 7.11 Telework Stipend Program

### A. Eligibility

Effective October 1, 2021 ~~and payable after the first day of the pay period following ratification,~~ employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as “Remote Centered,” as defined within the State Administrative Manual Management Memo – Telework Policy (2021), with an approved telework agreement shall receive \$50 per month.
2. Employees identified as “Office Centered,” as defined within the State Administrative Manual Management Memo – Telework Policy (2021), with an approved telework agreement shall receive \$25 per month.
3. “Incidental telework” does not qualify for this stipend. The approved telework agreement must designate the employee’s telework status as either Remote Centered or Office Centered.

### B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period.
2. The employee’s approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee’s approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first day of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
7. No receipts shall be required for the payment of this stipend.

8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
  9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this ~~side letter~~ section and the terms of the MOU.
- C. The Telework Stipend Program is grievable through the third step of the grievance procedure and is not arbitrable. ~~CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.~~
- D. Should the stipend amounts, as listed in Section A(1) and A(2), for any other Bargaining Unit result in more than what is received by Bargaining Unit 10 employees, the same rate shall apply to Unit 10 employees simultaneously.