

September 29, 2021  
2:56PM

**Side Letter of Agreement between  
California Association of Professional Scientists and the State of California**

**Interim Telework Joint Labor Management Committee**

The State and CAPS agree to establish an Interim Joint Labor Management Committee (JLMC) to (1) discuss establishment of a permanent Telework JLMC and (2) to discuss and provide recommendations for solutions on telework issues for Bargaining Unit 10 employees.

Meetings shall be scheduled at least quarterly, beginning no later than November 19, 2021, and a specific agenda of issues to be discussed will be developed and distributed 10 working days in advance of each meeting. Any meeting may be cancelled upon mutual agreement of the parties. Additional meetings may be scheduled on an as-needed basis. The Committee by mutual agreement shall determine its meeting schedule, ground rules, agenda, and necessary participants to address identified issues.

The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by CalHR. The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Additional participants may be added by mutual agreement. Committee members and subject matter experts shall serve without loss of compensation.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

This section shall not be subject to the grievance and arbitration procedure.

Paul M. Starkey  
Deputy Director of Labor Relations

**Signature:** Paul M. Starkey  
Paul M. Starkey (Sep 29, 2021 16:07 PDT)

**Email:** paul.starkey@calhr.ca.gov

Sep 29, 2021

Margarita Gordus  
CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Sep 29, 2021 16:00 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Sep 29, 2021

September 29, 2021

~~10:08AM~~

1:30PM

Amended September 30, 2021

**Side Letter of Agreement between  
California Association of Professional Scientists and the State of California**

**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, 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, with an approved telework agreement shall receive \$25 dollars 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 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.

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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 and the terms of the MOU.
- C. The Telework Stipend Program is grievable through the 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.

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CalHR LRO Date

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Union Official Date

Paul M. Starkey  
Deputy Director of Labor Relations

**Signature:** Paul M. Starkey  
Paul M. Starkey (Sep 30, 2021 17:34 PDT)

**Email:** paul.starkey@calhr.ca.gov

Sep 30, 2021

Margarita Gordus  
CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Sep 30, 2021 17:26 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Sep 30, 2021