

beginning of the next fiscal year unless mutually agreed otherwise. The Union shall have the right to appeal the pay range determination directly to Step Two (2) of Article 7 within thirty (30) days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

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**Explanation:** *The timeline for completing PDQ surveys was increased to one hundred eighty (180) day. The language allows for the mutual establishment of PDQ survey timelines for classifications with populations of two hundred (200) or more, a decrease from three hundred (300).*

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### **39.03 Holding Classifications**

The parties agree to meet and discuss the review of holding classifications, except for the Community Development Analyst classification (Class Number 33331), within one hundred twenty (120) days of the effective date of this Agreement in order to minimize or eliminate the number of holding classifications.

## **ARTICLE 40 - VOLUNTARY COST SAVINGS PROGRAM**

Voluntary Cost Savings Program Plans shall offer employees two (2) options.

- A. Option #1 shall allow full-time employees the opportunity to reduce their bi-weekly schedule by no less than eight (8) hours and no more than forty (40) hours. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees' leave accruals and health insurance shall not be affected by cost savings days. Employees participating in this plan shall maintain their full-time status for the purposes of health care premiums in accordance with Article 17. Further, employees shall not incur a break in State service and seniority. Seniority and State service credit will be based on eighty (80) hours per pay period. The maximum number of hours available to be reduced by any employee is five hundred twenty (520) in a fiscal year or a total of six (6) months, whichever comes first.
- B. Option #2 shall allow full-time, part-time and established term employees the opportunity to take unpaid leaves of absence in blocks of time no less than two (2) weeks and up to a maximum of thirteen (13) weeks within a fiscal year. The Employer will continue to pay its share of health insurance premiums during utilization of this plan. Employees participating in this plan are responsible for their share of health insurance premiums for all insurance programs in which they are enrolled at the time of the leave. Leave used under this plan will be considered leave without pay and as inactive pay status. Employees will not incur a break in State service or seniority as long as the employee returns to employment on or before the indicated date. Employees' leave accruals and health insurance shall not be affected by cost savings days.
- C. All employees (except project employees) who have completed their initial probationary period shall be eligible to participate in this program.
- D. Participation in this program is strictly voluntary.

- E. Employees participating in this program shall not be eligible for unemployment benefits while on leave pursuant to the Voluntary Cost Savings Program.
- F. Once a Voluntary Cost Savings Program schedule is approved by the Employer, the employee must complete and sign a Voluntary Cost Savings agreement. A Voluntary Cost Savings Agreement can be terminated by the Employer upon providing ten (10) working days' notice in writing to the employee. Such termination shall not be grievable. The employee may terminate his/her Voluntary Cost Savings Agreement upon ten (10) working days' notice in writing unless mutually agreed to otherwise.
- G. The Employer has sole discretion to approve or deny an employee's Voluntary Cost Savings leave request. Denial of Voluntary Cost Savings leave request shall be non-grievable.
- H. Before the implementation of the Voluntary Cost Savings Program the Agency Professional Committee shall meet to discuss questions and issues relating to the program. After implementation of the Agreement, the parties through an Agency Professional Committee will continue to monitor its application including disputes and/or related problems on an ongoing basis. The Employer or the Union may discontinue this program upon providing the other party with thirty (30) days' notice.
- I. The Voluntary Cost Savings Program shall be considered a pilot program and will expire on the same date as this Collective Bargaining Agreement.

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**Explanation:** *Employees leave accruals and health insurance shall not be impacted if an employee chooses to utilize the voluntary cost savings program.*

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## ARTICLE 41 - SUB-CONTRACTING

### 41.01 Contracting Out

The Employer intends to utilize bargaining unit employees to perform work which they normally perform. However, the Employer reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy, or programmatic benefits or other related factors.

Changes in State policy or methodology for delivering services may result in the discontinuation of services or programs directly operated by the State.

Every reasonable effort will be made to avoid the layoff of an employee as a consequence of the exercise by the State of its right to contract out.

### 41.02 Facility Closings/Service Elimination

Should it become necessary to close a facility or eliminate a service, the following guidelines will be utilized:

- A. Where individual facilities are closed or services eliminated, the provisions of Article 29 Layoff and Recall would apply;
- B. Departments will seek to absorb all affected employees or help laid off workers obtain employment in other areas of the public sector;
- C. A concerted effort will be made to relocate laid off employees within the framework of any new delivery system. Management will seek to involve the Union and any newly-created