

LETTER OF AGREEMENT

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Service Employees International Union Local 503 (Union).

The purpose of this agreement is to resolve the Union's Demand to Bargain concerning the State Data Center (SDC) consolidation. Towards that end, the Parties agree to the following:

1. Consistent with Article 2 of the Master Agreement, the Employer agrees to extend voluntary recognition to the Union for all represented employees who will be employed in the SDC. SDC represented employees shall be placed into the Union's statewide strike unit on the effective date of this agreement consistent with Article 2 of the Master Agreement.
2. The initial hiring of all SDC SEIU represented employees shall be within the same time period, and completed before any affected agency transitions work to the SDC, where possible.
3. The selection of employees shall be in the following priority order:
 - a. All employees (including SEIU represented, AFSCME represented and unrepresented) whose positions are scheduled to be abolished as a direct result of the SDC consolidation;
 - b. Other employees in the affected agencies (DAS, ODOT, DHS, DCBS, OHCS, Veterans Affairs, Revenue, Employment, Corrections, Education, Forestry, State Police), then,
 - c. If an insufficient number of employees apply and/or are selected under subsections (a) or (b), the Employer will conduct an Open Competitive recruitment for any remaining position vacancies.
 - d. Seniority will be used as a tie breaker where two (2) or more state applicants are equally well qualified for a position and equally meet the operating needs of the Agency. (ref: Article 45.5E (a)). Seniority for this purpose will be defined as state service.
4. Position descriptions including minimum and special qualifications and security clearance requirements for a position(s) shall be made available as soon as possible but no less than fifteen (15) calendar days before the beginning of the recruitment period.
5. Employees who are not selected for employment in the SDC will be laid off in their own agency pursuant to Article 70 of the SEIU Agreement, AFSCME Agreement or HRSD Policy, whichever is applicable. Employees applying for positions under section 3a of this agreement who are not selected may request that their Agency Human Resources staff place them onto the Department of Administrative Services SDC Recall List for a

period of two (2) years starting from the date of the employee's layoff date. This list shall be utilized after the Agency Layoff list but prior to the secondary recall list.

6. The SDC will be temporarily defined as a separate geographic area under Article 70.5E for the 2005-07 successor agreement. There will be no bumping into and out of this geographic area. This provision will automatically terminate on 6-30-07.
7. The Employer shall not permanently transfer affected employees in affected agencies into the SDC. Temporary reassignments to the SDC shall not exceed twelve (12) months. Extensions can be made by mutual agreement.
8. Employees whose positions are not abolished but are reclassified downward as a result of changes in duties directly related to the SDC consolidation, shall have their salary red circled pursuant to Article 81 of the Collective Bargaining Agreement.
9. Employees whose positions are scheduled to be abolished as a direct result of the SDC consolidation shall be offered training on resume writing and interviewing skills. In the event that the SDC adopts technology not commonly used in Oregon State Government, the employer will not make knowledge of that technology a condition of the initial hiring process related to 3a & 3b applicants.
10. All other terms and conditions of employment which are mandatory subjects of bargaining will be addressed as part of the 2005-07 successor negotiations at the Special Agencies Coalition Table.
10. The Parties agree to amend Article 5 – Complete Agreement/Past Practices, Section 2(b)(4) as follows: Notwithstanding ORS 243.698, if after ninety (90) days of bargaining, the Parties do not reach agreement, either party may exercise its right to utilize the dispute resolution procedures under the PECBA, including the strike permitted employees' right to strike (notwithstanding Article 8 of this Agreement), or, for strike-prohibited employees, the right to submit the matter to binding arbitration. Nothing precludes the Parties from requesting mediation within the ninety (90) day period.
12. This agreement becomes effective on 2-17-05.