

LETTER OF AGREEMENT

THIS AGREEMENT is entered into as of this 20th day of August, 2007, between the Ohio Civil Service Employees Association, AFSCME Local 11 (OCSEA), located at 390 Worthington Road, Suite A, Westerville, Ohio 43082 and the State of Ohio, Office of Collective Bargaining, located at 100 East Broad Street, 18th Floor, Columbus, Ohio 43215.

WHEREAS, OCSEA is the exclusive representative of public employees included in State Bargaining Units 3, 4, 5, 6, 7, 9, 13, 14, 45, 50 and 55, and

WHEREAS, OCSEA provides representational services pursuant to Chapter 4117 of the Ohio Revised Code and, in connection therewith, has established member and fairshare fee payer databases that rely on employee social security numbers; and operates a system for the processing of employee dues, payments, notifications and internal union business, and

WHEREAS, Article 3.08 of the Collective Bargaining Agreement between the State and OCSEA requires the employer to periodically provide employee information and an account of all personnel actions involving bargaining unit employees to OCSEA, and

WHEREAS, The State transmits electronically a biweekly Employee Master File to OCSEA containing data on all state employees, and

WHEREAS, the State intends to stop the transmission of employee social security numbers to OCSEA no later than October 27, 2007, and

WHEREAS, OCSEA intends to reconfigure its membership databases, no later than October 27, 2007, to become non-reliant on State-supplied employee social security numbers contained in the Employee Master File, and

WHEREAS, the parties to this Agreement desire to conduct their respective activities pursuant to reasonable standards for data security and to safeguard employee privacy, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties to this Agreement hereto agree as follows:

Commencing immediately, OCSEA shall:

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality and availability of State employees' information provided to OCSEA by the State and contained in the Employee Master File.

2. Establish and maintain procedures and protocols for responding to employee information breaches, no matter how minor, that are acceptable to the State. For purposes of this agreement, "employee information" is defined as individual data which contains the individual's name or other identifying particulars (date of birth, social security number, etc.). For purposes of this Agreement, "Employee Master File" is defined as the original source file created by the State and transmitted to OCSEA on a bi-weekly basis through a File Transfer Protocol (FTP) connection. These procedures and protocols shall include, but are not limited to; alerting the State within 72 hours of determination of any such breach and a comprehensive methodology for informing and protecting any individuals whose employee information has been compromised by any such breach. OCSEA shall provide notice of employee information breaches to the State through the Office of Collective Bargaining (OCB). OCSEA shall not consider the existence of encryption software when determining whether a breach of employee information has occurred.
3. Follow its established protocols for research and investigation of instances of data loss or suspected data loss involving employee information acquired from the Employee Master File.
4. Investigate all employee information breaches or similarly reported activity of this nature and provide, not less than biweekly, to the State periodic reports of the progress of the investigation until such time as the matter is resolved.
5. Cooperate with the State to establish appropriate crosswalk tables between the Employee Master File and OCSEA membership databases for the purpose of eliminating the reliance of OCSEA databases on State-supplied employee social security numbers by October 27, 2007.
6. Incorporate employee identification numbers supplied by the State in the reconfiguration of OCSEA's membership databases.

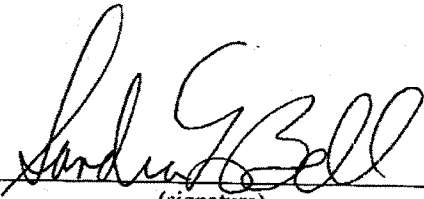
Commencing immediately, the State shall:

1. Continue to provide OCSEA the current level of employee information contained in the Employee Master File for all OCSEA members and fairshare fee payers included in OCSEA represented bargaining units until October 27, 2007 unless otherwise agreed to by the parties.
2. Eliminate personal information contained in the Employee Master File for all employees not included in OCSEA represented bargaining units. "Personal Information" includes but is not limited to social security numbers, home addresses, date of birth and benefit enrollment choices.
3. Continue to provide position information for all state employees not included in OCSEA represented bargaining units.

4. Assist OCSEA in the reconfiguration of its membership databases to become non-reliant on State-supplied employee social security numbers before October 27, 2007 by providing testing, conversion cross-walks, or in other ways to be determined jointly by the parties. State assistance shall include access to State personnel who can provide technical support, trouble-shooting and other IT expertise necessary to reconfigure OCSEA's employee databases to accommodate employee identification numbers.
5. Work jointly with OCSEA to develop bi-weekly status updates on the parties' efforts to eliminate the transmission and reliance on State-supplied employee social security numbers. The parties recognize the need to expedite this process and agree to target the payroll period ending October 27, 2007 as a deadline for the removal of employee social security numbers from the Employee Master File.
6. Work with OCSEA to uniquely identify, without using State-supplied employee social security numbers, all former state employees included in OCSEA represented bargaining units, for which the State currently maintains data, back to January 1, 2004.
7. Provide OCSEA with written documentation explaining the State's process of assigning and creating employee identification numbers; as well as documentation necessary to translate action/reason codes used to effectuate personnel actions.
8. Notify OCSEA within 72 hours of OCB learning of a determination of any breach of employee information pertaining to state employees represented by OCSEA and; provide, not less than biweekly, to OCSEA periodic reports of the status of said breaches until such time as the matter has be resolved.

AMENDMENTS No amendment or modification of this Agreement will be effective unless it is in writing and signed by both parties. In the event OCSEA fails to eliminate its reliance on State-supplied employee social security numbers by October 27, 2007, the State shall stop transmitting employee social security numbers to OCSEA until such time as the parties negotiate an amendment to this Agreement.

OCSEA, AFSCME LOCAL 11

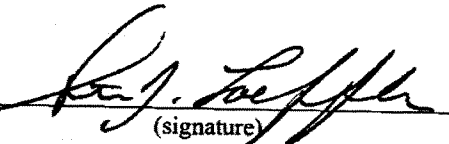
BY: 
(signature)

NAME: SANDRA F. BELL
(type or print name)

TITLE: General Counsel / Dir of IT

DATE: 8/16/07

**STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE
SERVICES**

BY: 
(signature)

NAME: Steven J. Loeffler
(type or print name)

TITLE: Deputy Director OCB

DATE: 8/20/07