

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

IN REPLY REFER TO:

September 21, 2005

Monica Miner  
Labor Relations Representative  
CASE  
2495 Natomas Park Drive  
Sacramento, CA 95833

Re: User Information Policy

Dear Ms. Miner:

Enclosed is a copy of the signed agreement over the State Fund's User Information Policy.

Please feel free to contact me if you have any questions. My number is (415) 565-4920 and my e-mail address is [jarowan@scif.com](mailto:jarowan@scif.com).

Regards,



Jean Rowan  
Human Resources Consultant

Enc.

cc: Andreas Acker, Human Resources

## **CASE AND STATE COMPENSATION INSURANCE FUND AGREEMENT REGARDING THE USER INFORMATION POLICY**

CASE, as the exclusive representative for Unit 2, and the State Compensation Insurance Fund (SCIF) agree to be bound to the following terms and conditions regarding SCIF's User Information Policy for the life the successor contract between CASE and the State of California:

1. SCIF agrees to provide Unit 2 members training on the User Information Policy;
2. The parties agree that this agreement does not, nor will it abridge the current or successor Memorandum's of Understanding (MOU) between CASE and the State of California;
3. SCIF shall not engage in the random searches of Unit 2 members use of the internet and/or email accounts;
4. The parties agree that this agreement does not abridge CASE's right as the exclusive representative of Unit 2 members to contact and communicate with Unit 2 members for representational and normal union purposes;
5. The parties agree that this agreement does not abridge or invalidate Government Code 8314;
6. SCIF agrees that it will not discipline Unit 2 members, formally or informally, for minimal and incidental, non-business use, as identified under section 2.A. of the User Information Notice, of State equipment ;
7. SCIF agrees that when the Memorandum of Understanding provides greater rights and/or benefits than other forums, the MOU will be controlling;
8. In the event of any differences between Corporate Guidelines 55-20-003, 55-20-004, 55-20-GM5, and 03-20-004 and this agreement, this agreement will supercede those Corporate Guidelines;
9. Unit 2 members shall only be disciplined under this policy for willingly and knowingly misusing state equipment and shall not be disciplined formally or informally for receiving unsolicited, inappropriate information. This section shall not apply to inappropriate information that has been knowingly maintained by the employee regardless of whether the employee did not solicit the information;
10. Should the whole or any part of this agreement be found invalid by a court of competent jurisdiction, the parties agree to renegotiate this agreement;
11. The parties agree to open negotiations on this issue thirty (30) days prior to the expiration of a successor agreement between CASE and the State of California.

Page 2 CASE and SCIF Agreement Regarding User Information Policy

Monica Miner  
Monica Miner  
CASE Labor Relations Representative

8/26/05  
Date

Andreas W. Acker  
Andreas W. Acker  
Assistant Human Resources Manager

8/29/05  
Date

Gerald B. Radeleff  
Gerald B. Radeleff  
Labor Relations Officer

9-7-05  
Date

## STATE FUND SYSTEMS - USER INFORMATION NOTICE

This User Information notice provides employee guidance for the proper use of the electronic information systems of State Compensation Insurance Fund. The electronic systems covered by this document include computer equipment, Internet access, computer software, data, databases, electronic files, telephones, voice mail, fax machines, wireless devices, and any other similar information technologies that State Fund currently uses or may use in the future. This document works in concert with Guideline nos. 55-20-002, 55-20-003, 55-20-004 55-20-GM5, and 03-20-004, which are available on both the State Fund Intranet Worksite and from your supervisor. This document is also an elaboration of the "Proprietary System" notice that is displayed when you log onto the System through a computer workstation or via the Internet. Apart from minimal and incidental use permitted by law, contracts, or specific management exceptions, State Fund systems are to be used exclusively for the conduct of State Fund business.

### 1. No Privacy

All communication or information stored, processed, or transmitted by the System is the sole property of State Fund. Except as permitted by federal and state law, you have no expectation of privacy with respect to anything you create, store, send, or receive in connection with your use of the System. State Fund has the right, without creating any obligation to do so, to access, audit and monitor any communication or information you create, store, send or receive in connection with your use of the System. Information obtained in the course of such access, auditing and monitoring of the System may be used or disclosed to others within State Fund and to law enforcement agencies and other companies, agencies or entities who are affected by the misuse. Unless legally obligated to do so, State Fund may disclose information to comply with laws, regulations, court orders, subpoenas, or other governmental procedures without notice to you.

### 2. Misuse

Any misuse of the State Fund System is expressly prohibited. "Misuse" includes but is not necessarily limited to:

**a. Non-Business Purposes.** Examples include: disseminating non-work related pictures that are copyrighted or without the express consent of owner, videos, chain letters, spam, or personal instant messages; playing computer games; and excessive personal use of the information systems (email, internet, phone, etc.) that negatively impacts work performance..

**b. Personal Profit Activities.** Using the System for personal profit;

**c. Inappropriate Content.** Using the System to send, store, print, display, perform, or otherwise disseminate material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;

**d. Infringement of Proprietary Rights.** Using the System to copy, send, receive, store, print, display or otherwise disseminate files, graphics, software, or other material that actually or

potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property of any person or entity.

**e. Security and Access.** Attempting to access a part of the System assigned to another person or for which you have not been granted authorized access to, or using or otherwise undermining or circumventing security devices, procedures, or access restrictions within the System, or anywhere else via the System;

**f. Software.** Downloading, using, or installing any unauthorized or unlicensed software or data, including screen savers, games, time or logic bombs, lockout or disabling devices or code, Trojan horses, viruses, or worms. ("Unauthorized" means software that has not been authorized by your manager AND approved by Information Technology. "Unlicensed" means software or data that has not been acquired through State Fund's normal purchasing procedure, that is not licensed to State Fund, or, in the situation of a contractor retained by State Fund, not authorized by the express terms of the contract, or both.);

**g. Confidential, Restricted, Private, and Proprietary Information.** Using the System to copy, send, receive, print, display, or otherwise disseminate information that contains or includes confidential, restricted, private or proprietary information of either State Fund, its employees, clients, or customers, without authorization to any person who is not authorized to receive such data;

**h. Encryption.** Installing or using any encryption algorithm or software program not authorized by State Fund to encrypt or encode information without the express permission of State Fund; or to encrypt or encode data without the express permission of Management.

### **3. Virus Detection**

In order to protect the integrity of the System, you must be aware that the use of diskettes, compact discs (CD's), other storage media, and e-mail attachments from outside the System may potentially contain computer viruses. You must immediately scan or screen these items for viruses or, if you do not know how to do a virus scan, request assistance from someone who does (A computer virus generally means a computer program or piece of computer code that is loaded onto our computer without your knowledge and runs against your wishes.)

### **4. Changes to this Document**

State Fund may from time-to-time amend or modify this document. Following any required collective bargaining of the proposed changes, you will be provided with a written or electronic copy of the amended or modified document.

### **5. Exceptions to Notification**

Where warranted for business purposes, employees may be given greater latitude than indicated in this document on a case-by-case basis. Exceptions will be the decision of the senior

department official responsible for the information resource in question and shall be noted in writing. The written exception to this document will be valid until the document is revised.

#### **6. Labor Contracts Provisions**

It is understood that, in the event of a difference between the requirements of this document and/or any other related State Fund policy and the terms of the negotiated labor agreements or decisions by the Public Employee Relations Board (PERB), the labor agreements and any related PERB decisions will take precedence.

#### **7. Potential Discipline For Misuse**

Any misuse of electronic informational systems that violates State Fund Corporate Guidelines as elaborated in this document is grounds for discipline. Such discipline will follow the principles of progressive discipline and may range from a warning, up to, and including dismissal and possible legal action.