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## BC FERRY & MARINE WORKERS' UNION

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### Information Technology Device Policy

By accepting any BCFMWU provided Information Technology Device ("ITD"),<sup>1</sup> you agree to the following:

#### ITD Permitted Usage and Conditions:

1. Except as noted in this Policy, BCFMWU provided ITDs are to be used **strictly for BCFMWU business only**.
2. For clarity, use of ITDs for any commercial or employment purpose outside BCFMWU is strictly prohibited.
3. Employees of BCFMWU may only use ITDs for personal use as follows: during approved breaks, leaves, and time away from work (e.g. lunch breaks or other approved breaks, approved leaves, days of rest, etc.). (Members of BCFMWU who are assigned ITDs are asked to use their device responsibly, respectfully, and per this Policy).
4. Whenever possible, ITDs must be password protected, and all security features set up by the BCFMWU Office must not be changed.
5. BCFMWU will provide, and you are required at all times to use, adequate protective covering and/or carrying cases for any mobile ITD (e.g. laptops, tablets, mobile phones, etc.).
6. Any lost, stolen, damaged, or broken ITD must be reported to the BCFMWU Office immediately. Any and all repairs are to be performed by the BCFMWU's IT provider and arranged through the BCFMWU Office, except if covered by warranty. Where applicable, the Local is responsible to cover the cost of servicing the equipment between annual maintenance services.
7. ITDs and all accessories shall be returned to the BCFMWU Office upon request, or once your employment or elected term ends. Any accessories not returned will be charged back to the user.

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<sup>1</sup> ITD is an umbrella term used to describe any digital technology that allows for manipulating information and communicating with others (both other people and other technologies). Common examples include desktop computers, laptops, cell phones, etc., including mobile ITDs.

8. Misuse of an ITD may result in discipline, up to and including termination of your employment for cause and/or charges under the BCFMWU Constitution. "Misuse" includes using an ITD for any action, or in any manner, that contravenes the BCFMWU Constitution or this Policy, constitutes workplace misconduct, or is otherwise criminal or illegal.

#### **Privacy Considerations:**

9. The British Columbia *Personal Information Protection Act*, [SBC 2003], c. 63 governs the collection, use, and disclosure by BCFMWU of the personal information on your ITD.
10. ITDs may be monitored, tracked or audited by BCFMWU where reasonable for the purposes of managing our employment relationship or investigating breach of the BCFMWU Constitution.
11. BCFMWU will not engage in real-time software monitoring or tracking except where necessary to investigate a reasonably held allegation of ITD misuse, as defined above.
12. Please direct any questions with respect to privacy considerations in this Policy or otherwise to the BCFMWU Privacy Officer (see BCFMWU "Privacy Policy").

If you are assigned use of an ITD on a mobile plan, the following provisions also apply:

1. BCFMWU will replace lost, stolen or broken devices once per term (3 years) at the lowest cost or no cost to the BCFMWU. Half of the costs shall be billed back to the Local or respective Provincial Executive Officer budget, where applicable.
2. Personal use of a business paid mobile plan is a taxable benefit to the holder per **Canada Revenue Agency**, and must be tracked and reported to the BCFMWU Office on a calendar year basis as a percentage of use.
3. Monthly mobile ITD plan costs will be paid by BCFMWU on the assumption that these devices are to be used in Canada for BCFMWU business. Unauthorized overages will be charged back to the user – Contact BCFMWU Office for overage authorization, plan additions, or plan amendments. *Note: Mobile telephone and/or data can be turned off on devices to avoid extra charges while roaming.*

Should you have any questions regarding this Policy, please contact the BCFMWU Privacy Officer or Provincial President.

I, \_\_\_\_\_, understand the above terms and agree to them.  
(Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness (Print Name)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date