

THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7700

RESOLUTION

concerning

POLICY ON COMPUTER USE

March 7, 1986

WHEREAS, A policy on Computer Use has been negotiated with the Connecticut State University-American Association of University Professors, Inc. and the State University Organization of Administrative Faculty-American Federation of State, County and Municipal Employees, Council #4 Local 2836, and

WHEREAS, Both Unions and the Board of Trustees for the Connecticut State University desire to ratify the agreed upon Policy when the next contractual salary, and/or fringe benefit agreements are submitted to the Unions' membership and the Board, and

WHEREAS, The Board, SUCAF-AFSCME and CSU-AAUP believe it desirable to follow the negotiated policy from this date until formal ratification or rejection by the parties, while the Policy is examined for supersedences by counsel, now, therefore, be it

RESOLVED, That the Policy on Computer Use for Employees of the Connecticut State University is adopted as interim policy pending ratification, and be it further

RESOLVED, That the Policy shall be in full force and effect to the extent permitted by law from this date until ratified or rejected by the parties to the agreed Policy.

A Certified True Copy:

President

Central Connecticut State University • New Britain Eastern Connecticut State University • Willimantic

Southern Connecticut State University • New Haven Western Connecticut State University • Danbury

POLICY ON COMPUTER USE FOR EMPLOYEES OF THE CONNECTICUT STATE UNIVERSITY*

All professional staff, management, unclassified confidentials, instructional faculty administrative faculty, and all other employees are deemed to have authorization to use Connecticut State University computer equipment for private academic research and writing on their own time when such use does not interfere with the needs of the University and subject to all other conditions of access to University computer facilities as may be established from time to time, on the following basis:

- 1. University computers may not be used at any time for the conduct of a private business enterprise.
- 2. The University shall make no claim for recompense for use of University computer equipment for word processing and preparation of manuscripts.
- 3. Computer software products created by an employee specifically assigned to that task shall be the property of the University and the State of Connecticut. Said assignments may be the regular duty of the employee, or in lieu of such regularly assigned duties, or by special compensation under applicable collective bargaining agreement. The employee who created the computer software product shall assign all copyright and/or patent rights to the University.
- 4. Computer software products created for research in a discipline and/or instructional use, not covered by 3 above, shall belong to the creator subject to the following restrictions:
 - a. Such software products and all documentation shall be available at no cost to the University for instructional and administrative use.
 - b. Sale of computer software products to the author's students shall not result in profit, royalty or like payment to the author.
- 5. Other computer software products created using University computer equipment, not covered by 3 and 4 above, shall be provided to the University for its perpetual use at no cost. The creator of such computer software products shall provide the University one copy, complete with documentation, of the creation.
- 6. Disputes concerning the meaning or application of this agreement shall be referred to step 3 of the applicable collective bargaining grievance procedure. Step 4 shall be the final step in resolving said disputes.

The parties to this agreement encourage all employees to aid and participate in the development and effective use of the University's computer system.

s/				3/		
	for	Connecticut State	University	for	CSU-AAUP	
s/	į		Da	ate ·		
	for	SUOAF/AFSCME				

*Contractual agreement for administrative and instructional faculty bargaining unit members. For all other employees, item #6 does not apply.

1/8/86

Rev. 1/15/86 & 1/23/86

**Original agreement signed Jan. 16, 1986.

computeruse.txt



THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7700

/red b/

February 14, 1986

Atty. Naomi Stonberg Holland, Crowe & Drachman, P.C. 185 Devonshire Street Boston, MA 02110

RE: Negotiated Computer Use Policy

Dear Naomi:

Enclosed you will find a Computer Use Agreement negotiated with SUOAF-AFSCME and CSU-AAUP.

The Connecticut State University wishes to know if the Agreement conflicts with, ".. any statute or any regulation.." pursuant to the collective bargaining statute so we can submit, if necessary, a listing of supersedences when (if) the Agreement is submitted to the General Assembly. You will note the parties have agreed to submit the Agreement as part of a larger package later this spring.

We would deeply appreciate receiving your opinion on this matter not later than March 17, 1986.

Thank you for your time and consideration. If you have any questions please call at your convenience.

Sincerely yours

David C. Newton

Vice President for Personnel

Enc.

cc. Dr. Beal CSU-AAUP

SUOAF-AFSCME

Central Connecticut State University • New Britain Eastern Connecticut State University • Willimantic

Southern Connecticut State University • New Haven Western Connecticut State University • Danbury

AGREED

The attached Policy on Computer Use is approved by the Connecticut State University-American Association of University Professors, Inc.'s Council: State University Organization of Administrative Faculty-American Federation of State, County and Municipal Employees, Council #4 Local 2836's Executive Committee, and the Board of Trustees for the Connecticut State University.

It is understood that the policy will be included in the next ratification vote on other contractual issues for both Unions and the Board.

Until that time, the policy will be followed in the Connecticut State University to the extent permitted by the statutes. Supersedences, if any, subsequently identified will be cited when proposed contracts are submitted to the General Assembly.

For CSU-AAUP Z/7/86 FOR SUOAF-AFSCME /Date: 1/16/86

Typed: 1/16/86



THE CONNECTICUT STATE UNIVERSITY

P.O. Box 2008 • New Britain, Connecticut 06050 • (203) 827-7700

February 14, 1986

Thomas P. Clifford III, Esq. Assistant Attorney General Educational Unit 78 Oak Street Hartford, CT 06106

RE: Negotiated Computer Use Policy

Dear Mr. Clifford:

Enclosed you will find a Computer Use Agreement negotiated with SUOAF-AFSCME and CSU-AAUP.

The Connecticut State University wishes to know if the Agreement conflicts with, ".. any statute or any regulation.." pursuant to the collective bargaining statute so we can submit, if necessary, a listing of supersedences when (if) the Agreement is submitted to the General Assembly. You will note the parties have agreed to submit the Agreement as part of a larger package later this spring.

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David C. Newton

Vice President for Personnel

Enc.

cc. Dr. Beal CSU-AAUP SUOAF-AFSCME

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s/	s/
for Connecticut State University	for CSU-AAUP
s/	Date
for SUOAF/AFSCME	

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