



UNITED ACADEMICS PROPOSAL

ARTICLE 49

ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

Section 1. ~~Information, e~~Computer systems and devices are made available to bargaining unit faculty primarily to optimize the business of the University. Any use of information, computer systems and devices must comply with this Article. Nothing in this Article prohibits a bargaining unit faculty member from accessing, storing, transmitting or receiving electronic information in order to report or assist in the investigation of violations of applicable law, University policy, or this Article.

Section 2. University information, computer systems and devices are provided for business purposes. Except to the extent set forth in this Agreement:

- a. No part of University systems or information is ~~or may become~~ the private property of any bargaining unit faculty member.
- b. The University owns all legal rights to control, transfer, or use all of any part ~~or product~~ of its systems.
- c. ~~All information stored within University applications, or on University hardware, systems or networks is the property of the University, except to the extent expressly provided.~~
- d. ~~The University Administration may withdraw permission for any or all use of its information assets at any time without cause or explanation.~~

Section 3. Bargaining unit faculty shall not use University information assets for any unlawful purpose or in any manner that conflicts with this Agreement. ~~University hardware, software, applications, networks, and systems shall not be used to intentionally view, download, store, transmit, or retrieve any information, communication or material which: is harassing, discriminatory, or threatening; is obscene; is defamatory; is fraudulent; is illegal or promotes illegal activities; is intended for personal gain or profit; or facilitates Internet gaming or gambling.~~ Use of University information systems shall be in compliance with copyrights, licenses, contracts, intellectual property rights and laws associated with data, software programs, and other materials made available through those systems.

Section 4. Any use of University information systems by bargaining unit members shall respect the confidentiality of other users' information and shall not attempt to: (i) access third party systems without prior authorization by the system owners; (ii) obtain other users' login names or passwords; (iii) attempt to defeat or breach computer or network security measures; or (iv) intercept, access, or monitor electronic files or communications of other users or third parties without approval from the author. Operation or use of information assets shall be conducted in a manner that maintains the integrity of the assets and the information stored thereon, and that will not impair the availability, reliability, or performance of University information assets, or unduly contribute to system or network congestion.

1 **Section 5.** Bargaining unit faculty will insure that any software, including screen savers,
2 downloaded or installed from the Internet or other external sources (including portable
3 computing and storage devices) are free from viruses or other content that could impair the
4 University's hardware, software, systems, applications or networks use any antivirus,
5 antimalware, or similar software that is furnished by the University Administration.

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7 **Section 6.** E-mail is provided to bargaining unit faculty primarily for University-related
8 business; however, bargaining unit members are allowed personal use of their University email
9 accounts so long as that use does not interfere with work-related duties and responsibilities or
10 unduly contribute to hardware, system or network congestion. ~~Sending e-mail or other electronic~~
11 ~~communications that attempt to hide the identity of the sender or that represent the sender as~~
12 ~~someone else is prohibited.~~ No use of scramblers, re-mailer services, or identity-stripping
13 methods is permitted. E-mail may be used for union business as set forth in this Agreement.

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15 ~~**Section 7.** The University may monitor use of information systems and assets and review~~
16 ~~documents and other information on University hardware, software, applications, systems or~~
17 ~~equipment for any business or work related reasons, including on a random basis. Bargaining~~
18 ~~unit faculty have no expectation of privacy in e-mails, files, documents or other information~~
19 ~~created or stored on University systems or assets.~~

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21 **Section 8 7.** Bargaining unit faculty may make personal use of the University's internet,
22 networks, and related services as long as there is no or insignificant cost to the University and
23 such use otherwise complies with this Agreement and applicable law and policy. ~~However,~~
24 ~~University systems may not be used for any of the following purposes if not University related:~~
25 ~~hosting or operating Web pages; posting to Internet groups, chat rooms, Web pages, or list~~
26 ~~serves; or creating, sending, or forwarding chain e-mails.~~

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28 **Section 9 8.** Bargaining unit faculty may play audio CDs or DVDs using University equipment
29 provided it does not interfere with their or other's work or with University operations.
30 Bargaining unit faculty may not engage in Peer-to-Peer (P2P) file sharing using the University
31 network except for purposes related to University business if such use would be unreasonable
32 based on bandwidth consideration.

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34 **Section 10 9.** Personal hardware or software may not be used to encrypt any information owned
35 by the University so as to deny or restrict access to the University, except in accordance with
36 express prior permission and direction from the Provost or designee.

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38 ~~**Section 11.** University information systems shall not be used for personal solicitation. For~~
39 ~~example, systems shall not be used to lobby, solicit, recruit, sell, or persuade for or against~~
40 ~~commercial ventures, products, religious or political causes or outside organizations.~~

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42 **Section 12 10.** A bargaining unit member is responsible for the following:

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44 a. Taking reasonable steps to ensure the physical security of University information assets.

- 1 b. Reporting missing, lost or stolen University information assets to his or her supervisor
- 2 immediately.
- 3 c. Using University information assets in a manner consistent with this Agreement and
- 4 applicable law and policy.
- 5 d. Taking reasonable steps to prevent the release of confidential or sensitive information either
- 6 during the transmission or from the loss or theft of files, documents or other information.