

1 UNITED ACADEMIC PROPOSAL

2 9-6-13

3
4 ARTICLE 49

5 ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

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7 **Section 1.** "University information assets" as used in this Article means all computer systems,
8 applications, hardware, software, networks, internet access, platforms, and/or devices provided
9 by the University Administration, and any files or information stored on them. University
10 information assets are made available to bargaining unit faculty members for their use in their
11 work for the university. Any use of university information assets must comply with this Article.

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13 **Section 2.** Except to the extent set forth in this Agreement:

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15 a. All university information assets belong exclusively to the university, and are not, ~~and may~~
16 ~~not become,~~ the private property of any bargaining unit faculty member.
17 b. The university owns all legal rights to control, transfer, or use all parts university information
18 assets.
19 c. ~~All information stored on university computer systems, applications, hardware, software,~~
20 ~~networks, internet access, platforms, or devices is the property of the university except to the~~
21 ~~extent expressly provided in this Agreement.~~
22 d. In compliance with Article 18, The University Administration may withdraw permission for
23 the use of information assets ~~upon reasonable explanation and consistent with this~~
24 ~~Agreement.~~

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26 **Section 3.** Bargaining unit faculty shall not use university information assets for any unlawful
27 purpose or in any manner that conflicts with this Agreement. Use of university information
28 systems shall be in compliance with copyrights, licenses, contracts, intellectual property rights
29 and laws associated with data, software programs, and other materials made available through
30 those systems assets.

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

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42 **Section 5.** Bargaining unit faculty will use any antivirus, antimalware, or similar software that is
43 furnished by the University Administration.
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Section 6. E-mail is provided to bargaining unit faculty primarily for university-related business; however, bargaining unit members are allowed personal use of their university email accounts so long as that use does not interfere with work-related duties and responsibilities or unduly contribute to hardware, system or network congestion. ~~Bargaining unit faculty members will not send email or electronic communications that intend to conceal the identity of the sender.~~ No use of scramblers, re-mailer services, or identity-stripping methods is permitted. E-mail may be used for union business as set forth in this Agreement.

Section 7. ~~Bargaining unit faculty members have no expectation of privacy in emails, files, documents, or other information created or stored on university information assets. The university may monitor use of, and review documents and other information stored on university assets. Emails sent on a bargaining unit faculty member's non-university email account and information created or stored on non-university computer systems belong to the bargaining unit faculty member except to the extent that they address work related subjects. The University Administration may monitor bargaining faculty members' emails, files, documents, or other information stored on university information assets when the University Administration has a reasonable suspicion that a bargaining unit faculty member is using university information assets in a manner inconsistent with the terms of this Agreement.~~

Section 8. Bargaining unit faculty may make personal use of the university's internet, networks, and related services information assets as long as there is insignificant cost to the university and such use otherwise complies with this Agreement and applicable law and policy.

Section 9. ~~Bargaining unit faculty may play audio CDs or DVDs using University equipment provided it does not interfere with their or other's work or with University operations. Bargaining unit faculty may engage in Peer to Peer (P2P) file sharing using the University network for work related purposes.~~

Section 10 9. Bargaining unit faculty members shall not use personal hardware or software to encrypt any information owned by the university so as to deny or restrict access to the university, except in accordance with express prior permission and direction from the Provost or designee.

Section 11 10. Bargaining unit faculty members shall not use university information assets for political purposes related to a candidate for public office or a ballot measure, or for solicitations related to commercial products or services.

Section 12 11. A bargaining unit member shall:

- a. Take all reasonable steps to ensure the physical security of university information assets.
- b. Report missing, lost or stolen university information assets to his or her supervisor immediately.
- c. Take all reasonable steps to prevent the release of confidential or sensitive information either during the transmission or from the loss or theft of files, documents or other information.