

1 UNITED ACADEMICS PROPOSAL

2 9-18-13

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. University information assets are made available to bargaining
10 unit faculty members for their use in their work for the university. Any use of university
11 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 the private
16 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. The University Administration may withdraw permission for the use of information assets in
20 compliance with this Agreement or in circumstances that pose a risk to the security or
21 integrity of the assets or information stored on them. Except for routine withdrawals of
22 permission (that is when the withdrawal is the result of cessation of employment) the
23 University Administration shall notify the Union in a timely manner of the action taken and
24 reasons for the action.

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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 assets.

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32 **Section 4.** Any use of university information assets by bargaining unit members shall respect the
33 confidentiality of other users' information and shall not attempt to: (i) access third party systems
34 without prior authorization by the system owners; (ii) obtain other users' login names or
35 passwords; (iii) attempt to defeat or breach computer or network security measures; or (iv)
36 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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1 **Section 6.** E-mail is provided to bargaining unit faculty primarily for university-related business;
2 however, bargaining unit members are allowed personal use of their university email accounts
3 so long as that use does not interfere with work-related duties and responsibilities or unduly
4 contribute to hardware, system or network congestion. No use of scramblers, re-mailer services,
5 or identity-stripping methods is permitted. E-mail may be used for union business as set forth in
6 this Agreement.

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8 **Section 7.** Subject to law and applicable policy, authorized university personnel with a
9 demonstrably legitimate need may access specific information in order to fulfill their
10 professional responsibilities. Limitations on this authority include the provisions of UO Policy
11 Number 10.00.01, Data Access, requiring that such access must be only to the extent and for
12 such time that a business need exists. The University Administration shall notify the Union in a
13 timely manner of the action taken and the reasons for the action.

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15 Bargaining unit faculty members will provide the University Administration documents not
16 created or stored on university information assets as required to comply with federal or state
17 public record disclosure statutes.

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19 **Section 8.** Bargaining unit faculty may make personal use of university information assets as
20 long as there is insignificant cost to the university and such use otherwise complies with this
21 Agreement and applicable law and policy.

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

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

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31 **Section 11.** A bargaining unit member shall:

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33 a. Take reasonable steps to ensure the physical security of university information assets.
34 b. Report missing, lost or stolen university information assets to his or her supervisor
35 immediately.
36 c. Take reasonable steps to prevent the release of confidential information.