

# UNIVERSITY COUNTERPROPOSAL

8-29-13

## ARTICLE 49

### ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

**Section 1.** "University information assets" as used in this Article means all Information, eCcomputer systems, applications, hardware, software, networks, internet access, platforms, and devices, and any files or information stored on them. University information assets are made available to bargaining unit faculty primarilymembers for their use in their work for -to optimize the business of the Uuniversity. Any use of university information assets 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, Uuniversity 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 ofAll Uuniversity systems or information assets belong exclusively to the university, and are not, and may not become-is or may become the private property of any bargaining unit faculty member.
- b. The Uuniversity owns all legal rights to own, control, transfer, or use all of any parts -and products or product of itsuniversity information systemsassets.
- c. All information stored on university computer systems, applications, hardware, software, networks, internet access, platforms or devices is the property of the university except to the extent expressly provided in this Agreement. 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 may withdraw permission for use of its information assets upon reasonable explanation and consistent with this Agreement. 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-faculty members shall not use Uuniversity 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 Uuniversity 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.

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

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

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17 **Section 6.** E-mail is provided to bargaining unit faculty primarily for University-related  
18 business; however, bargaining unit members are allowed personal use of their University email  
19 accounts so long as that use does not interfere with work-related duties and responsibilities or  
20 unduly contribute to hardware, system or network congestion. Bargaining unit faculty members  
21 will not send email or electronic communications that intend to conceal the identify of the  
22 sender. Sending e-mail or other electronic communications that attempt to hide the identity of the  
23 sender or that represent the sender as someone else is prohibited. No use of scramblers, re-mailer  
24 services, or identity-stripping methods is permitted. E-mail may be used for union business as set  
25 forth in this Agreement.

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27 **Section 7.** Bargaining unit faculty members have no expectation of privacy in emails, files,  
28 documents or other information created or stored on university information assets. The  
29 university may monitor the use of, and review documents and other information stored on  
30 university information assets. Emails sent on a bargaining unit faculty member's non-university  
31 email account and information created or stored on non-university computer systems belong to  
32 the bargaining unit member except to the extent that they address work-related subjects.

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

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40 ~~**Section 88-7.**~~ Bargaining unit faculty may make personal use of the University's internet,  
41 networks, and related services as long as there is ~~no~~ or insignificant cost to the University and  
42 such use otherwise complies with this Agreement and applicable law and policy. However,  
43 ~~University systems may not be used for any of the following purposes if not University related:~~

1 hosting or operating Web pages; posting to Internet groups, chat rooms, Web pages, or list  
2 serves; or creating, sending, or forwarding chain e-mails.

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4 **Section 99-8.** Bargaining unit faculty may play audio CDs or DVDs using University equipment  
5 provided it does not interfere with their or other's work or with University operations.  
6 Bargaining unit faculty may not engage in Peer-to-Peer (P2P) file sharing using the University  
7 network for work-related purposes, except for purposes related to University business if such use  
8 would be unreasonable based on bandwidth consideration.

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10 **Section 1010-9.** Bargaining unit faculty members may not use Ppersonal hardware or software  
11 may not be used to encrypt any information owned by the Uuniversity so as to deny or restrict  
12 access to the Uuniversity, except in accordance with express prior permission and direction from  
13 the Provost or designee.

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

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

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23 **Section 1212-10.** A bargaining unit member shallis responsible for the following:

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25 a. Take alling reasonable steps to ensure the physical security of Uuniversity information assets.  
26 b. Reporting missing, lost or stolen Uuniversity information assets to his or her supervisor  
27 immediately.  
28 c. Using Uuniversity information assets in a manner consistent with this Agreement and  
29 applicable law and policy.  
30 d. Take alling reasonable steps to prevent the release of confidential or sensitive information  
31 either during the transmission or from the loss or theft of files, documents or other  
32 information.