

UNIVERSITY
UNITED ACADEMIC PROPOSAL

~~9-6-13~~ 9-10-13

ARTICLE 49
ACCEPTABLE USE OF UNIVERSITY INFORMATION ASSETS

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

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

- a. All university information assets belong exclusively to the university, and are not, ~~and may not become~~, the private property of any bargaining unit faculty member.
- b. The university owns all legal rights to control, transfer, or use all parts university information assets.
- 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.
- d. In compliance with Article 18, The University Administration may withdraw permission for the use of information assets ~~upon reasonable explanation and consistent with this Agreement.~~

Section 3. Bargaining unit faculty shall not use university information assets for any unlawful purpose or in any manner that conflicts with this Agreement. 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 assets.

Section 4. Any use of university information systems assets 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.

Section 5. Bargaining unit faculty will use any antivirus, antimalware, or similar software that is furnished by the University Administration.

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. Bargaining unit faculty members will not
5 send email or electronic communications that intend to conceal the identity of the sender. No use
6 of scramblers, re-mailer services, or identity-stripping methods is permitted. E-mail may be used
7 for union business as set forth in this Agreement.

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9 **Section 7.** Bargaining unit faculty members have no expectation of privacy in emails, files,
10 documents, or other information created or stored on university information assets. The
11 university may monitor use of, and review documents and other information stored on university
12 assets. Emails sent on a bargaining unit faculty member's non-university email account and
13 information created or stored on non-university computer systems belong to the bargaining unit
14 faculty member except to the extent that they address work-related subjects. The University
15 Administration may monitor bargaining faculty members' emails, files, documents, or other
16 information stored on university information assets when the University Administration has a
17 reasonable suspicion that a bargaining unit faculty member is using university information assets
18 in a manner inconsistent with the terms of this Agreement. *for any lawful reason*
19 *related to University business.*

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

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

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

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

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37 **Section 12 11.** A bargaining unit member shall:

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