

**ARTICLE 40
CAMPUS CLOSURE**

A. General Provisions

1. Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect at one (1) or more of its locations, to curtail or shut down some or all of its activities, on a location by location basis, for periods of specific duration. By way of example and not limitation, such periods may represent opportunities for energy/cost savings and/or adjustments to reduce levels of work activities due to transition periods in the academic calendar and/or seasonal or holiday influences on scheduled work activities and/or the occurrence at or on University facilities of major public events and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations.
2. When feasible, the University shall provide UAPD and affected members of the bargaining unit with forty-five (45) calendar days advance notice of a closure. In the event an alleged violation of the notice is grieved/arbitrated, any remedy or arbitrator's award or decision acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make employees whole for the number of days the notice was deficient.

B. Pay Status

In the event of such total or partial closure or curtailment of operations, whether or not the University is able to anticipate such event, affected employees shall select one or a combination of the following options to cover their status during such period of time:

1. Employees may elect to use accumulated vacation leave during the closure period. Employees who are eligible to accrue vacation leave but are with insufficient vacation accrual balances will be allowed to use up to three (3) days vacation leave prior to their actual accrual.
2. Employees who do not use vacation time off may elect to take a leave without pay during the closure. Notwithstanding the provisions of Article 22 – Vacation and Article 24 – Sick Leave, if an employee is in leave-without-pay status due to a location closure, doctors eligible to accrue vacation and sick leave shall continue to accrue vacation and sick leave at their normal rate during the first three applicable work days of said closure, unless otherwise mutually agreed.

Employees who do not select from one of the above shall default to being placed in a leave-without-pay status in accordance with §B.2., above.