

**ARTICLE 5
CAMPUS/LBNL CLOSURE**

A. GENERAL PROVISIONS

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 including the LBNL, 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; adjustments to reduce levels of work activity due to transition periods in the academic calendar; "seasonal" or "holiday" influences on scheduled work activities; 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. When feasible, the University shall provide UPTe 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 the employee whole for the number of days the notice was deficient.

B. PAY STATUS

During a total or partial closure or curtailment of operations described in Section A., above, whether or not the University is able to anticipate such event, one or a combination of the following pay-status options shall apply to affected employees.

1. Employees may elect to use accumulated vacation leave during the closure period. Newly- employed unit members will be allowed to use accrued vacation even if the required six (6) continuous months or quadri-weekly cycles on pay status have not been completed. Employees without sufficient accrued vacation time will be allowed to use up to three (3) days vacation leave prior to actual accrual.
2. Employees may elect to use accrued compensatory time to cover the scheduled time off or to offset the use of vacation time.
3. Employees who do not use vacation or compensatory time off may elect to take a leave without pay during the closure. Notwithstanding the provisions of Article 43, Vacation, and Article 39, Sick Leaves, if an employee is in leave-without-pay status due to a location closure which is three (3) consecutive days or less in duration, such a full-time or part-time employee shall continue to accrue vacation and sick leave at her/his normal rate.

C. UNPAID STATUS

Employees who do not select from Section B.1., 2., or 3., above or who do not qualify for Section B.1., 2., or 3., above, shall, for the period of time necessary, be placed in a leave-without-pay status. The hourly accrual provisions in Section B.3.

above, related to location closure(s) shall also apply to employees who are placed in leave-without-pay status.