

EXAMPLE LANGUAGE

STORE CLOSING

The Employer and the Union agree as follows:

- 1) In the event the Employer permanently discontinues operations at a store whose employees are covered by a collective bargaining agreement with the Union, severance pay shall be paid to eligible employees in the manner and to the extent set forth in this Agreement. Discontinuance of operations due to fire, flood, or other acts of God shall not be deemed discontinuance of operations by the Employer for any purpose of this Agreement.
- 2) Any regular employee having four (4) or more years of continuous employment whose employment is terminated on or before the date of the Employer's permanent discontinuance of operations at a store and by reasons of such discontinuance of operations shall be eligible for severance pay except in the following situations:
 - a. The employee voluntarily terminates their employment or is discharged for just cause prior to the date operations are discontinued; or
 - b. The employee is offered employment at the same location by a successor Employer or is offered employment at another location by the Employer or any other Company having a collective bargaining Agreement with these Unions or with another Union having a labor contract covering similar work in the Twin City Metro area; or
 - c. The employee is eligible for and actually receives benefits under any retirement plan to which the Employer makes contributions on the employee's behalf, or
 - d. The employee engages in any conduct which has the effect or is intended to disrupt or otherwise interfere in any way with the Employer's discontinuance of operations.
- 3) The amount of severance pay for any employee eligible therefore shall be one (1) week's average pay with a maximum of forty (40) hours' pay for each completed year of continuous employment in excess of four (4) but not to exceed a maximum of six (6) weeks' pay. Payment of severance pay shall be subject to any Federal or State withholding requirements.
- 4) For all purposes of this APPENDIX, a full-time meat employee is any employee who averaged more than (24) hours during their basic work week for the fifty-two (52) week period immediately preceding their termination of employment and continuous full-time employment shall mean employment as a regular full-time employee. One (1) week's average pay shall mean one (1) week's pay at the employee's straight time

hourly rate based on their average weekly hours worked during such fifty-two (52) week period.

- 5) Severance pay shall be paid at the rate of one (1) week's pay per week commencing with the second week following the number of weeks or parts thereof for which vacation pay is paid: Provided, that any severance pay shall cease in the event the employee is recalled or offered employment by an Employer who is covered by a collective bargaining Agreement with these Unions, (or with other Employer having a labor contract covering similar work in the Twin City Metro area), or who accepts the collective bargaining Agreement in effect with these Unions.
- 6) Upon acceptance of their last payment of severance pay, an employee shall lose any and all seniority or recall rights or credit for previous experience under the collective bargaining Agreement with the Union.
- 7) The Employer shall continue contributions to the Health and Welfare Plan for all weeks following the employee's termination of employment pursuant to ARTICLE 15 of the contract. Any Health & Welfare or Pension contributions owed for accumulated vacation, personal holidays, or FMLA leave shall be paid.
- 8) Except for unemployment compensation and vacation payments due under the collective bargaining Agreement, any payment received other than payments provided pursuant to this Agreement because of an employee's termination of employment shall be deducted from any severance pay made hereunder.
- 9) The Employer shall give two (2) weeks' notice in advance of discontinuance of operations at a store to the Union and the employees employed at such store except when such notice is impossible due to circumstances beyond the Employer's control.
- 10) In consideration of the benefits provided by this Agreement, the Union agrees to operate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity or to commence any legal action or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.
- 11) The Employer shall have no further obligations or liabilities arising from discontinuance of operations at any store other than as provided under this Agreement or under any other collective bargaining agreement with the Union. In the event the provisions of any other collective bargaining agreement are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.