5-1-1977

Cunningham Drug Stores, Incorporated and Retail Store Employees Union, Local 876 (1977)

Follow this and additional works at: https://digitalcommons.ilr.cornell.edu/blscontracts2
Thank you for downloading an article from DigitalCommons@ILR.
Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.
Cunningham Drug Stores, Incorporated and Retail Store Employees Union, Local 876 (1977)

**Location**
Wayne, MI; Macomb, MI; St. Clair, MI; Oakland, MI; Livingston, MI; Washtenaw, MI; Lenawee, MI; Monroe, MI

**Effective Date**
5-1-1977

**Expiration Date**
April 1980

**Number of Workers**
900

**Employer**
Cunningham Drug Stores, Incorporated

**Union**
Retail Store Employees Union

**Union Local**
876

**NAICS**
44

**Sector**
P

**Item ID**
6178-015b011f007_02

**Keywords**
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**
This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

This article is available at DigitalCommons@ILR: https://digitalcommons.ilr.cornell.edu/blscontracts2/2837
1977 - 1980
AGREEMENT

RETAIL STORE EMPLOYEES UNION
LOCAL No. 876
Chartered by
RETAIL CLERKS INTERNATIONAL
UNION, AFL-CIO

with

CUNNINGHAM DRUG STORES,
INCORPORATED

MAY 1, 1977 — APRIL 30, 1980
Dear Members:

Following is the Agreement as negotiated with Cunningham Drug Stores, Inc. for the period commencing May 1, 1977 and expiring April 30, 1980.

I urge each and every member to fully acquaint themselves with the terms and provisions of the Agreement.

If you have any questions concerning the Agreement, please contact Local 876's office.

With best wishes and kindest regards.

Fraternally yours,

Horace Brown
President

HB:bb
opeiu-10
afl-cio
AGREEMENT

THIS AGREEMENT entered into this 27th day of April, 1978, effective May 1, 1977, between CUNNINGHAM DRUG STORES, INCORPORATED, its successors and assigns, hereinafter designated as the "Employer," and the RETAIL STORE EMPLOYEES UNION LOCAL NO. 876, its successors and assigns, chartered by RETAIL CLERKS INTERNATIONAL UNION, AFL-CIO, hereinafter designated as the "Union."
designated representatives for the purpose of discussing its grievances, criticisms, or other problems.

**ARTICLE 6**

**No Strike, No Lockout**

A. During the term hereof, the Union agrees that any strike or that it will not refuse to cross a picket line unless such has been duly sanctioned by the President of the Local Union and until the Employer has been officially notified by the President of the Local Union.

B. The Employer agrees that it shall not request or demand that employees go through a legitimate picket line. The Union agrees that it will not refuse to go to work, not necessarily consecutive.

**ARTICLE 7**

**Other Agreements**

A. The Employer agrees not to enter into any agreement or understanding with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. The Employer agrees not to enter into any other agreements either labor or management during the life of this Agreement with respect to employees covered by this Agreement.

**ARTICLE 8**

**Work by Others**

A. It is understood that in our larger stores we expect our store management to spend the majority of their time on supervision, but recognize that they may be required to do work of the type ordinarily performed by other employees. In the smaller stores there will necessarily be more work of this type performed by managers.

B. The Employer may designate persons of its choice as managers in training. Such persons shall be trained to become store managers, assistant store managers, or shall be placed in the bargaining unit of this Agreement.

C. To preserve and protect bargaining unit work, the Employer agrees that—except as provided otherwise in Section A and B of this Article—no supervisor, store manager, assistant store manager or any other person covered by this Agreement shall perform any work customarily performed by employees covered by this Agreement, except only in the event of an emergency not attributable to the Employer, and except only with respect to rack jockeys as to initial set-ups of new products or as to incidental straightening of products, but in no event as to shelf stocking or replenishment of merchandise.

**ARTICLE 9**

**Maintenance of Standards**

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. The Employer is to receive a reduction in wages as a result of the signing of this Agreement.

**ARTICLE 10**

**Wages and Working Conditions**

A. **Pay for All Time**

The hours of each employee shall be scheduled by the Employer in conformity with this Agreement. Employees shall be paid for all time spent in the service of the Employer.

B. **Work Week**

1. The basic work week shall be forty (40) hours, which shall be worked in five (5) eight (8) hour days, not necessarily consecutive.

2. For purposes of this Agreement, the work week shall be scheduled the same as the calendar week, from Sunday to Saturday, inclusive.

C. **Work Schedules**

1. Each full-time employee shall be scheduled for work for the number of hours in his basic work week, as above set forth, if he is available to work his schedule; provided only that the Employer may reduce his work force in accordance with the priorities of this Agreement, the number of hours, and accordingly of pay, of the employee(s) with the least seniority.

2. The Employer shall end his work week in any store by 12:00 o'clock noon on Thursday post a work schedule for the following week, conforming to employee's seniority. Each employee, whether full-time or part-time, shall be guaranteed work or pay for the number of hours so posted. This guarantee shall be inapplicable in the event of curfew pursuant to State or municipal order or request, fire, flood, or acts of God.

3. In the event the manager fails to post a work schedule as required by the preceding section, the schedule last posted shall prevail. The foregoing sentence shall not apply to the week preceding or the weekend including a holiday, as to each of which weeks a new schedule shall be posted.

4. All night work no later than 10:00 p.m. will be rotated among full-time employees on an equitable basis, including Saturday nights. Work commencing between 10:00 p.m. and 6:00 a.m. shall be a bid shift in accordance with seniority. Once the choice is made, neither the Employer nor the employee will arbitrarily change the shift.

Employees who bid for a shift between the hours of 10:00 p.m. and 6:00 a.m. may not claim a day or afternoon shift until a vacancy occurs and, at that time, may exercise their seniority.

5. It is the intention of the parties that, subject to other provisions of this Agreement, the work hours and pay of senior full-time employees shall be maximized, up to forty (40) hours per week, over junior full-time employees and over all part-time employees; and of senior part-time employees, up to eight (8) hours per day or forty (40) hours per week, over junior part-time employees.

6. A part-time employee shall be used for part­time, as necessary, in accordance with seniority, on that shall not, alone or with other part-time employees, be used in substitution for or to displace full-time employees for any part of the basic eight (8) hours or any part of the forty (40) hour week. No junior part­time employee shall be used in substitution for or to displace any senior part-time employee for any part of an eight (8) hour day or forty (40) hour week.

7. Employees who work in addition to their scheduled time shall not be compelled to take time off to avoid the payment of overtime. If for any reason it becomes necessary to work an employee in addition to his scheduled time, he shall also be permitted to work the balance of his week as originally scheduled.

8. The Employer agrees that during the hours that any store covered hereunder shall be open for business, employees covered by this Agreement will be scheduled for all such hours.

9. In scheduling part-time employees, an effort will be made to schedule them for a minimum of twelve (12) hours per week in the store in which they work, it being understood that this does not apply to an employee called in for replacement of another employee, or to an employee whose available hours are beyond the Employer's control, or to an employee called in to work when fewer than twelve (12) available hours remain in a week.

10. If the schedule of employees is not in conformity to the employee's seniority, employees shall have until Saturday noon to bring to the store manager's attention the error in scheduling and such schedule shall be adjusted prior to the start of the work week. In the event an employee fails to report the scheduling error as outlined above, the schedule will be deemed acceptable and not subject to a grievance.

11. No employee shall be allowed or required to work a split shift.

12. No employee covered by this Agreement shall be required to work at the soda fountain.
1. The Employer will pay employees weekly and shall post all hours paid for on pay check stubs.

**ARTICLE 12**

**Overtime and Premium Pay**

**A. Overtime**

1. All work in excess of eight (8) hours in any one day, forty (40) hours in any one (1) week or thirty-two (32) hours and/or four (4) days in a holiday week, shall be paid at the rate of time and one-half (1 ½) the straight-time hourly rate. All work performed on a sixth day of work of any employee shall be paid for at the rate of time and one-half (1 ½) the straight-time hourly rate.

2. In any payroll week, any absence of an employee from work during the basic work week for which the Employee is compensated shall be considered as time worked for the purpose of computing weekly overtime pay in that payroll week.

3. Scheduled overtime shall be offered by seniority within each classification in each store. Daily overtime not previously scheduled shall be first offered by seniority within each classification in the store among employees present when the need for overtime arises. Employees shall not be required or compelled to work overtime as defined, and in such cases, the Employer can require employees to work overtime in the reverse order of seniority.

4. There shall be no pyramiding of overtime or premium pay. Hours paid for at an overtime or premium rate shall not be used again in the computation of other overtime premium compensation. When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, the higher rate of compensation, only, shall apply.

**B. Work on Sundays and Holidays**

1. No employee shall be required to work consecutive Sundays or holidays, unless he volunteers.

2. All work performed by any employee covered by this Agreement on Sunday, shall be paid for at double (2) the employee's straight-time hourly rate.

3. All work performed by any employee covered by this Agreement on any of the paid holidays as listed under Article 13, shall be paid for at double (2) the employee's straight-time hourly rate. Such payments shall be in addition to the holiday pay provided in Article 13, hereof.

4. Sunday and holiday work shall be defined as work performed from 12:01 a.m. on Sundays and/or holidays, to midnight Sundays and/or holidays, except in 24-hour stores, Sundays and/or holidays shall be considered to commence with the first shift, the majority of which falls within the Sunday and/or holiday and shall not include the shift, the majority of which falls outside the Sunday and/or holiday, provided that 24 hours shall be paid at the premium rate.

**C. Company Meetings**

No employee shall be required to attend Employer meetings during the employee's day off without the payment of overtime pay, and no employee shall be required to change his day off in order to attend Employer meetings.

**ARTICLE 13**

**Legal Holidays and Pay**

A. The following shall be considered as legal holidays:

- New Year's Day: Two (2) personal holidays per contract year.
- Memorial Day: Two (2) personal holidays per contract year.
- Fourth of July: Effective 1976, four (4) personal holidays per contract year.
- Labor Day: Two (2) personal holidays per contract year.
- Thanksgiving Day: Two (2) personal holidays per contract year.
- Christmas Day: Two (2) personal holidays per contract year.
- or days customarily celebrated in lieu thereof.

Employees who have completed their thirty (30) day probationary period and who work the scheduled day before and the scheduled day after each holiday, excepting absence for proven illness, shall receive holiday pay based on the average number of hours normally worked (but not to exceed forty (40) hours, divided by five (5)) the employee shall receive less than four (4) hours holiday pay.

B. An employee shall notify the store manager at least two (2) weeks in advance of his intention to take a personal holiday and the employee shall have the day off with pay. In the event the employee does not receive the day off as provided above, the personal day will be treated as any other holiday. In the event there are more requests in a store for a particular day off than store operations can accommodate, seniority shall govern.

**ARTICLE 14**

**Lunch Periods and Rest Periods**

All employees shall be guaranteed without pay a thirty (30) minute period to one (1) hour uninterrupted lunch period, to be scheduled not earlier than the beginning of the shift and no later than the end of the fifth (5th) hour after starting work.

In the event an employee is required to work overtime in excess of one and one-half (1 ½) hours, he may receive a second lunch period not to exceed thirty (30) minutes.

**C. Rest Periods**

All employees, including (by way of illustration and not limitation, here or elsewhere in this Agreement) full- and part-time, male and female, shall receive a fifteen (15) minute rest period in each one-half (½) shift on Employer time.

Rest periods are as nearly as possible to be assigned to the middle of each shift, and to be adequately spaced away from employee lunch periods. A half shift shall be deemed to be three (3) hours.

**ARTICLE 15**

**Call-In Pay**

Any employee who reports for work upon request shall be guaranteed for that day not less than four (4) hours of work or the pay to which he would have been entitled for such hours if worked at his applicable straight time, overtime or premium rate for such hours) provided that any such employee who reports for work upon request in an emergency subjected to an employee who shall be additionally guaranteed the hours of work in excess of four (4), if any, or the pay to which he would have been entitled for such hours if worked (at his applicable straight time, overtime or premium rate for such hours) theretofore scheduled in excess of four (4) for such other employees.

**ARTICLE 16**

**Uniforms and Tools**

Any uniforms or tools deemed necessary by the Employer shall be furnished by the Employer at the Employer's expense. Uniforms shall be laundered by the Employer at the Employer's expense. Employees shall be permitted to wear sweaters of a conservative color and of a cardigan type approved by the Employer, outside their uniforms and shall also be permitted to wear slacks of a conservative color approved by the Employer. Employer furnished drip irons shall remain the property of the Employer, but shall remain the property of the Employer.

**ARTICLE 17**

**Vacations**

A. Employees shall annually receive vacations with pay in the manner hereinafter provided:

- Less than one (1) year of service—no vacation pay.
- After one (1) year of service—one (1) week's vacation.
- After two (2) years of service—two (2) consecutive weeks' vacation.
- After seven (7) years of service—three (3) consecutive weeks' vacation.
- After fourteen (14) years of service—four (4) consecutive weeks' vacation.

After twenty-two (22) years of service—five (5) consecutive weeks' vacation.

Effective April 25, 1976—

After twenty (20) years of service—five (5) consecutive weeks' vacation.

Service shall mean total time employed since the employee's latest hiring date, whether full-time or part-time and/or a combination of both full-time and part-time employment.

B. Vacation pay shall be deemed earned as of the employee's anniversary date of employment and shall be taken consecutively except by mutual agreement between the Employer and the employee.

C. Vacation pay shall be deemed payable as of the date of vacation, and the employee shall be paid vacation pay as earned as of his last anniversary date but not yet paid, together with further vacation pay prorated from said last anniversary date to date of separation, which he shall be deemed to have additionally earned.

D. Vacation pay shall be computed by multiplying the number of hours in the employee's average work week (but not to exceed his basic work week) by his then prevailing straight-time hourly rate at time of vacation, or separation, if applicable under the terms of the preceding section.

E. If any employee who would otherwise be entitled to a vacation under the provisions above set forth has had time off work, his vacation shall be affected as follows:

- Time off work accumulative up through ninety (90) days shall be counted as time worked (eight (8) hours per day for full-time employees, four (4) hours per day for part-time employees) for the purpose of computing vacation pay.
- Time off work—91 through 180 days—vacation pay shall be reduced by one-quarter (¼).
- Time off work—181 days through 270 days—vacation pay shall be reduced by one-half (½).
- Time off work in excess of 270 days makes the employee ineligible for any vacation pay.

F. Employees who qualify for same, as hereinabove provided, shall be entitled to their vacations at a time of their choice, subject to personnel needs of the Employer, subject to store seniority preferential in the event of conflict of employee choice, and within the period January 15 to September 15, inclusive.

G. If a holiday falls during an employee's vacation, he shall receive an additional day's vacation or an additional day's pay.

H. Vacations will be granted according to seniority and as business needs permit. A vacation schedule will be posted in each store by January 1 and May 1, by May 31, employees are to be informed of the schedule their desired vacation period(s). If no vacation date has been chosen by May 31, then management will assign vacations based on unassigned dates and those of the store in question. After May 31 senior employees will not be permitted to bump junior employees for vacation periods except by mutual consent. All changes must be cleared through the store manager.

This provision shall become effective January 1, 1978.

**ARTICLE 18**

**Severance Notice or Pay**

All employees who have been in the employ of the Employer for a period of six (6) months or more shall be given one (1) week's notice or one (1) week's pay in lieu thereof (employees working less than forty (40) hours shall receive average pay) if laid off from employment due to lack of work. Dismissal notice or dismissal wages shall not apply to any
employee who is discharged for just cause. Dismissal wages shall not apply to any employee who is tempo­rarily laid off in an emergency which is no fault of the Employer, and in no case shall any employee receive dismissal wages more than once in any twelve (12) month period.

ARTICLE 19 Good Friday

All employees shall be guaranteed time off during the hours of 12:00 noon to 3:00 p.m. on Good Fri­day for the purpose of attending church services. There shall be no reduction in wages for such time off.

ARTICLE 20 Leaves

A. Jury Leaves and Pay

If an employee is required to serve on a jury, he shall be paid the difference between his pay for such jury service and his normal pay for the normally scheduled hours, for a period not to exceed thirty (30) calendar days; pro­vided that any such employee, if excused from jury service for one (1) full day or more shall be obligated to report for regular work on the first available full day so excused and for subsequent full days so ex­cused.

B. Death Leave and Pay

Up to five (5) days’ leave of absence with pay shall be granted to an employee in the event of death of his spouse or child and up to three (3) days in the event of death in his immediate family with no loss in pay. “Immediate family” is deemed to include parent, step-parents, mother-in-law, father-in-law, grandparents, brother and sister, whether or not any of said persons resides with the employee, and any other relative that resides with the employee. The Employer shall grant such employee up to an additional three (3) days leave of absence without pay if such additional leave shall be necessary or reason­able with respect to the employee’s responsibilities arising out of the death and/or funeral of such relative.

In the event of a death of a brother-in-law or sister-in-law one (1) day leave of absence with pay shall be granted to all employees.

C. Personal and Illness Leaves

Employees may be granted a leave of absence for personal reasons, not exceeding ninety (90) days upon the Employer’s permission, and shall be granted a leave of absence not exceeding one (1) year for his certified illness (including, but not limited to pregnancy, miscarriage, childbirth, and recovery therefrom). Seniority shall accrue during such per­sonal and illness leave. At the Company’s ex­ pense. Leaves of absence in excess of the foregoing periods may be granted by the Employer, but reten­tion of seniority in such event shall require agree­ment by the Union and the Employer. During a leave of absence, no employee shall engage in any gainful employment.

Employees desiring a leave of absence other than for illness or injury must do so in writing. Employees returning from illness, injury and/or ap­proved leave of absence shall notify the manager by Thursday noon of his availability for work the following week.

An employee taking a leave of absence shall be returned to the store from which the employee took the leave, provided his seniority is sufficient.

D. Sick Leave and Pay

All employees who shall become ill shall be enti­tied to pay for absence occasioned by such illness on the following basis:

1. First of the month after sixty (60) days of employment, an employee will be eligible for one (1) day sick leave for each two (2) months of employment. Thereafter, up to a maximum of six (6) days per month for paid scheduled time lost per contract year.

2. After one (1) year’s service, each employee shall be eligible for six (6) days’ sick leave with pay for scheduled time lost per contract year.

Sick leave with pay shall be allowed starting with the first day of illness, provided that the Employer is notified within forty-eight (48) hours of such illness. If the employee is scheduled for the opening shift, or at least one (1) hour prior to the commencement of the employee’s shift if the employee is scheduled for a shift other than the opening shift.

Each employee, full time or part time, shall be paid for days not used within thirty (30) days following each contract year. Payments are to be made on the basis of eight (8) hours for each unused day for full-time employees, and five (5) hours for each unused day for part-time employees.

3. An employee who has been out ill for three (3) days or more shall, if requested, furnish a doctor’s certificate or other evidence of illness. The annual sick leave herein granted shall not be cumulative from year to year.

E. Military Service

Any employee who enlists or is inducted into Military Service shall retain job rights and seniority and be entitled to the provisions of applicable federal and state laws. Female employees wishing to accompany their husbands on a military assignment shall be granted a leave of absence not to exceed six (6) months. Seniority shall accrue during such leave.

ARTICLE 21 Health and Welfare

A. The Employer agrees to contribute to the Retail Store Employees Unions Drug and Mercantile Welfare Fund, for the purposes of health and welfare, including dental and optical purposes, and/or other insurance or similar benefit in amount to the extent and for the purposes and persons determined by the Trustees of said Fund under said Agreement and any amendments thereto up to the following maximum sums:

(1) Effective May 1, 1977 fifty-nine dollars ($59.53) per month for employees working thirty (30) hours or more per week, and thirty-three dollars and ninety-three cents ($33.93) per month for employees working less than thirty (30) hours per week.

(2) Effective May 1, 1978, sixty-eight dollars ($68.00) per month for employees working thirty (30) hours or more per week, and thirty-nine dollars ($39.00) per month for employees working less than thirty (30) hours per week.

(3) Effective May 1, 1979, seventy-six dollars ($76.00) per month for employees working thirty (30) hours or more per week, and forty-four dollars ($44.00) per month for employees working less than thirty (30) hours per week.

B. The Fund shall be jointly administered by representatives of the participating Employers and of the Union, as provided in the current Trust Agreement and any amendments thereto. Employee claims under the Fund shall be handled by the Union through its representatives, subject to applicable State or Federal laws.

C. The Employer shall commence making the monthly contributions above provided on the first (1st) day of the month following the employee’s date of hire.

D. The Employer shall make contributions on all eligible employees on the Employer’s active payroll as of the first (1st) day of each month, payments to be made by the fifteenth (15th) of each month.

E. Once an employee is covered by the Health & Welfare program he shall remain eligible and the Employer shall continue to pay such contribution as long as he is employed. In cases where an eligible employee voluntarily reduces himself to less than thirty-two cents ($0.32) per hour effort, the Employer will pay a lesser contribution until the employee returns to an eligible thirty (30) hour or more status.

F. Illness. In the event a participating em­ployee is unable to work due to a protracted illness, the Employer shall continue to make contributions to the Retail Store Employees Union’s Drug and Mercantile Welfare Fund for such an employee during the period of the illness up to a maximum of six (6) months. The Employer shall not be obligated to make (1) above-mentioned contributions unless a leave of absence is approved by the Employer and the Union with respect to such period of illness.

G. Layoff. In the event of a layoff, the Employer agrees to pay the monthly contribution of a laid-off employee for the next month in which the employee was laid off.

H. Employer contribution shall be resumed on the first (1st) of the month immediately following the return to work on Employer’s active payroll after illness, injury, leave of absence, lay-off, and/or reassignment to full-time or part-time status, providing Employer contributions had been previously discontinued.

I. The foregoing provisions are intended to establish the basis and amount of Employer contrib­utions to the Retail Store Employees Unions Drug and Mercantile Welfare Fund and nothing contained shall be deemed to establish the benefits or beneficiaries of the Fund, which shall be determined by the Trustees thereof, pursuant to the Trust Agreement, as from time to time amended, and shall be based upon the Insurance agreements applicable thereto, as from time to time amended.

J. The Employer will execute an instrument agreeing to abide by the provisions of said Trust.

K. The provisions of this Article shall be applicable to the successors and assigns of the Retail Store Employees Unions Drug and Mercantile Welfare Fund. Upon the request of the Union, the Employer shall agree to become a party to an alt­ernative fund, subject to the same provisions above provided.

L. Notwithstanding the provisions of Article 6 of this Agreement, the Union reserves the right to exercise all lawful economic recourse, including strike or other concerted activities in support of demands for delinquent contributions, if any, owed by the Employer to the Retail Store Employees Union’s Drug and Welfare Fund. Provided, how­ever, such action shall not take place until the Administrator of the Fund notifies the Employer, in writing, of the delinquency.

ARTICLE 22 Pension Plan

A. The Employer agrees to participate in and contri­bute to the Retail Store Employees Unions, A.F.L.-C.I.O. and Drug and Mercantile Employers Joint Pension Fund and the Pension Plan there­under. The Employer is instructing the Employer to agree to abide by the provisions of said Trust and Plan.

1. Effective July 1, 1977 the Employer shall make contributions in the sum of twenty-seven cents ($0.27) per hour for all straight-time hours worked up to forty (40) hours per calendar week by members of the bargaining unit, including hours of holiday and vacation pay. Contributions will be made after the employee has completed thirty (30) days of service and/or effective payroll. No contributions will be made by the Employer for employees off work for any reason.

2. Effective July 1, 1978 the Employer’s con­tribution required by (1), above, shall be increased to thirty-two cents ($0.32) per hour, and effective July 1, 1979, shall be increased to thirty-seven cents ($0.37) per hour.

B. The foregoing provisions respecting the Pen­sion Plan are intended to establish the basis and...
ARTICLE 23

Seniority

A. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date employee actually reports for work. Under this definition, the last employee hired shall be the first to be laid off. Recall to work shall be governed by the same principle of seniority.

Absent from work, as set forth in this Agreement, shall not break seniority. Seniority may be prerogative by the following:

1. Voluntary Quit
2. Justifiable discharge
3. Continuously laid off for a period of more than one (1) year of service, not less than six (6) months or their length of service up to one (1) year.

Failure to return to work in accordance with the terms of layoff.

5. Failure to return to work after a layoff within one (1) week after receipt of notice from the Employer.

6. Failure to report for work for three (3) consecutive days without reporting the absence to store management.

B. For the purpose of this Article, a full-time employee is one who is hired as such or a part-time employee who averages thirty (30) hours or more per week (inclusive of the actual hours of work on Sundays, holidays and all compensable absence pay) for twelve (12) consecutive calendar weeks. Part-time employees are those who work less than thirty (30) hours per week (inclusive of the actual hours of work on Sundays, holidays and all compensable absence pay) for twelve (12) consecutive calendar weeks.

The Employer shall maintain separate full-time and part-time seniority lists and shall furnish from time to time, upon the Union’s request (but no more often than every six months), a seniority list of all employees covered by this Agreement as follows:

1. Name
2. Social Security number
3. Date of hire—full-time or part-time
4. Full-time seniority date
5. Number of store employee working at part-time employees shall not accumulate seniority over full-time employees.

Within each seniority list, seniority shall be applied in the following precedence:

1. Store-wide
2. Supervisor’s territory
3. Employer-wide within the geographical jurisdiction of the local union.

C. When a full-time employee is involuntarily reduced to part-time, his seniority shall be frozen, and he shall not be entitled to any part-time seniority dates when returned to full-time. When a full-time employee voluntarily reduces himself to part-time, his part-time seniority is dated from the original date of hire.

D. Full-time employees may in writing request a reduction of hours indicating their unavailability for continued full-time work and once agreed to by the Employer, the employee shall have no further claim to continued full-time work. Later date the employee may request in writing full-time work and may claim by seniority additional available hours created by a vacancy or additional hours become available on a regular basis. The employee may not claim those hours previously given up and which have been assigned to another employee.

Once the employees goes back to the schedule his seniority entitled him to, reductions will be made in accordance with seniority.

The Employer shall post and maintain in each store a current seniority list of employees employed in the store.

E. Promotions

Seniority shall prevail in promotions as follows:

1. Permanent full-time vacancies shall be posted within only the affected supervisor’s stores for a period of three (3) days and the most senior part-time employee bidding shall be reclassified to full-time.
2. Senior part-time employees shall be promoted to any full-time positions over new hires.
3. Seniority shall prevail in promotions to any higher paid job within the bargaining unit, except where a senior employee is not qualified to perform such work.

Copies of the job postings shall be signed and dated by the store manager or his representative and notice of each posting be sent to the Union by the Personnel Office.

F. Transfers

1. When the transfer of an employee to a different store becomes necessary for justifiable reasons, such transfer shall be made in the reverse order of seniority or on a voluntary basis. The Employer shall make every effort to assign employees to a store where such transfers shall require the lesser travel time from his home. Such transfer will not be applied in an arbitrary, capricious or discriminatory manner, nor shall it be utilized as a device for creating hardship to the employee in order to provoke his resignation.

Union stewards shall have top seniority with respect to layoffs (a reduction in hours shall be construed as a layoff) in their stores. No Union steward shall be transferred without the consent of the steward and the Union except in event of a store closing.

ARTICLE 24

Union Cooperation

A. The Union agrees to the reasonable and necessary changes in the Employer in regard to punctual and steady attendance, conduct on the job, and all other reasonable and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores; and in caring for equipment and machinery.

C. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, will suggest improved methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 25

General

A. Notwithstanding anything herein to the contrary, the past practice as to coverage of employees and the application of the above no active to the Union that shall commence or attempt to circumvent the Union representation of the employees who have been represented, and are presently represented by the Union.

B. It is agreed that in the event any article, section or clause hereof shall be invalid under applicable law or regulations that the various remaining articles, sections and clauses of this Agreement shall be deemed to be severable and of continuing effect insofar as they shall not be affected thereby.

C. Use of the male gender herein shall, except as context required otherwise, be deemed to include the female gender.

D. The Employer shall provide a bulletin board or other space in each store, satisfactory to the Employer, for the posting of copies of this Agreement, Union Rules and such other approved notices.

E. Employee Discounts

Employees covered under this Agreement shall be entitled during the terms of this Agreement to purchase merchandise at the then prevailing employee’s discounts, provided that such purchases will be made from the Store Manager or Assistant Store Manager at the store in which such employee is employed, provided further that the merchandise is purchased exclusively for the employee and the immediate family of such employee.

F. The Union shall supply the Employer with one Union Store Card which may be displayed on request at the checkout. Such card shall remain the property of the Union and shall be surrendered to the Union upon demand.

G. In the event the Employer introduces a new or changed technology which affects the work of employees covered by this Agreement and which require adjustments, the Union will be provided with an opportunity to train so as to acquire such knowledge and skill. The Employer will furnish the instruction, material and equipment necessary for any such re-training free of charge to such employee and they shall be paid at their prevailing rate of pay during such training period. The seniority provisions of this Agreement shall apply in the event of layoff or reduction of hours caused by technological change.

In the event the Employer establishes new job classifications as a result of technological change, it shall advise the Union and negotiate with the Union regarding rates of pay for such classifications. Job postings for such classifications shall set forth the special qualifications for the new classifications.

H. In order to facilitate the proper functioning of any employee benefit plan, and to insure that contributions are being made for all employees covered by this Agreement in accordance with the provisions of the Trust Agreement, the Employer hereby agrees in accordance with the provisions of the Trust Agreement (Retail Store Employees Unions Drug and Mercantile Welfare Fund, Retail Store Employers Unions A.F.L.-C.I.O. and Drug and Mercantile Employers Joint Pension Fund) to the examination of those records deemed necessary by a financially accredited representative of the Funds or Union, which such examination shall include upon request the tax returns and reports of the Employer which are pertinent to the Trust Agreement.

I. In the event the Employer sells or transfers to another Employer any store or stores, the Employer shall notify the Union as soon as the sale or transfer has been finalized and the confidentiality of it is not
being maintained. The Employer shall notify the buyer or transferor of the existence of this Agreement.

J. No employee or applicant for employment covered by this Agreement shall be requested or required by any representative of the Employer to be the subject of Polygraph (lie detector) test for any reason whatsoever, nor shall the results of any Polygraph test or opinion based thereon be relied upon by the Employer or be admissible in any arbitration or judicial proceeding for any purpose whatsoever.

K. The Employer and the Union shall not unlawfully discriminate against any employee for reasons of sex, age, race, religion, creed, color, national origin or Union activity.

L. The Employer agrees that those employees designated as stewards (no more than one per store) shall be entitled to one day off with pay per year for the purpose of attending the Union's Annual Steward Seminar.

ARTICLE 26
Expiration

This Agreement shall be effective the 1st day of May, 1977, and shall continue in full force and effect to and including April 30, 1980, and thereafter from year to year unless either party serves notice in writing upon the other at least sixty (60) days prior to said expiration date or any anniversary thereof that such party desires to terminate this Agreement. It is agreed, however, that where no such termination notice is served and the parties desire to continue this Agreement, but desire also to negotiate any changes or revisions in this Agreement, each party may serve upon the other a notice, at least sixty (60) days prior to said expiration date or any anniversary thereof, advising that such party desires that the parties change or revise designated provisions of this Agreement.

Pending negotiations on such proposed changes or revisions, or pending effectuation of changes or revisions which may in fact be negotiated, this Agreement shall continue in full force and effect, provided that the parties reserve the right without further notice, and notwithstanding the provisions of Article 6 hereof, to exercise all lawful economic recourse, including strikes or other concerted activities, in support of demands for change or revision, and to thereupon, by notice to such effect, forthwith terminate this Agreement.

FOR THE EMPLOYER:
CUNNINGHAM DRUG STORES, INC.
/s/ Paul C. Holliday,
Director of Personnel/Labor Relations

FOR THE UNION:
RETAIL STORE EMPLOYEES UNION
LOCAL NO. 876
/s/ Horace Brown, President
/s/ Thomas L. Lodico, Secretary-Treasurer
This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

April 13, 1979

Secretary-Treasurer
Retail Clerks International Union, local 876
2550 West Grand Boulevard
Detroit, Michigan 48208

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): between the Cunningham Drug Stores, Inc., covering the counties of Wayne, Macomb, St. Clair, Oakland, Livingston, Washtenaw, Lenawee and Monroe Counties, Michigan, with your union local 876. The previous agreement we have on file expired April 1977.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction or public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood
Acting Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved ___________ 900

2. Number and location of establishments covered by agreement ___________ 73

3. Product, service, or type of business ___________ DRUG STORES

4. If your agreement has been extended, indicate new expiration date ____________________

Ronald L. Brown
Admin. Asst. to the Pres.
876 Norace Brown Dr.
Madison Heights, MI 48043

BLS 2452 December 1976