5-1-1980

Cunningham Drug Stores, Incorporated and Retail Store Employees Union, Local 876 (1980)

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Cunningham Drug Stores, Incorporated and Retail Store Employees Union, Local 876 (1980)

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

Effective Date
5-1-1980

Expiration Date
May 1983

Number of Workers
856

Employer
Cunningham Drug Stores, Incorporated

Union
Retail Store Employees Union

Union Local
876

NAICS
44

Sector
P

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

Comments
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1980 - 1983
AGREEMENT

of

RETAIL STORE EMPLOYEES UNION
LOCAL No. 876

Chartered by

UNITED FOOD AND COMMERICAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC

with

CUNNINGHAM DRUG STORES, INCORPORATED

MAY 1, 1980 — MAY 31, 1983
Dear Members:

Following is the Agreement as negotiated with Cunningham Drug Stores, Inc. for the period commencing May 1, 1980 and expiring May 31, 1983.

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
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AGREEMENT

THIS AGREEMENT entered into this 6th day of October, 1980, effective May 1, 1980, between CUNNINGHAM DRUG STORES, INC., assigning, hereinafter designated as the “Employer,” and the RETAIL STORE EMPLOYEES UNION LOCAL NO. 876, its successors and assigns, chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O. & C.L.C., hereinafter designated as the “Union.”

ARTICLE 1
Intent and Purpose

The Employer and Union each represent that the purpose and intent of this Agreement is to provide a channel through which information and problems may be transmitted from one to the other, and to facilitate administration, grievance rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2
Coverage

This Agreement shall apply to all employees presently or hereafter employed in stores now or hereafter owned and/or operated by the Employer, doing business as Cunningham Drug Stores, Inc., or otherwise, and whether by the same or other persons, partners, associations or corporations, and whether by concessionaires, licensees, or lessees, in the counties of Wayne, Macomb, St. Clair, Oakland, Livingston, Washtenaw, Ingham and Monroe, Michigan, except only Store Managers and Assistant Store Managers, Supervisors and Administrative Employees, Pharmacy Interns (as defined by the Michigan State Board of Pharmacy), any persons hired within the previous thirty (30) days (or since the last such list was furnished, whichever is later), including name, address, classification, assigned store, and date of hire. The Employer shall also furnish from time to time, upon the Union’s request and within two (2) weeks of such request, a seniority list of all employees covered by this Agreement.

ARTICLE 3
Recognition, Union Shop, Check-Off, Dues

A. The Union is recognized as the sole representative and bargaining agent for all employees covered by this Agreement in collective bargaining with the Employer. It shall be a continuing condition of employment that all employees of the Employer covered by or in respect to whom the Employer has presently entered into a collective bargaining agreement. Provided, however, that the Employer shall not apply to the department operated by Employer in a store in which Employer’s license agreement relating thereto requires the employees of such department to be represented by the Union authorized representatives, which in the case of the Union shall also be a continuing condition of employment that all employees of the Employer covered by or in respect to whom the Employer has presently entered into a collective bargaining agreement. Provided further, however, that the Employer shall at all times, except for just cause, become and remain members in good standing in the Union.

B. It shall also be a continuing condition of employment that all employees covered by this Agreement and hired on or after the date of execution of this Agreement shall, on the 31st day following the execution of this Agreement, become and remain members in good standing in the Union.

C. New employees, pending their application for, and membership in, the Union, as aforesaid, shall with all other employees be uniformly subject to the provisions of this Agreement, including those pertaining to wages, hours and working conditions; except new employees within thirty (30) days of hire may be discharged or disciplined without recourse for any reason whatever. When the Employer opens a new store the thirty (30) days shall begin from the date that the store is opened for business.

D. When the Employer needs additional employees, it shall afford the Union equal opportunity with others to nominate or refer suitable applicants, provided that the Employer shall not be required to hire those nominated or referred by the Union.

E. Check-Off

The Employer agrees to deduct weekly Union dues and initiation fees uniformly required as a condition of enrolling or retaining membership in the Union from the wages of each employee, present and future, to the extent permissible by law as the same shall be due, provided each such employee executes written authorization therefor in form authorized by law, and such authorization is turned over to the Employer. The Employer agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the 25th day of each month, furnish to the Employer, a list of membership; the name, address, classification, assigned store, and date of hire. The Employer shall also furnish from time to time, upon the Union’s request and within two (2) weeks of such request, a seniority list of all employees covered by this Agreement.

ARTICLE 4
Management Rights

The management of the business and the direction of the working forces, including the right to plan and direct store operations, hire, suspend, or discharge or promote employees, transfer or relieve from duty because of lack of work or other legitimate reasons only, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable and legal rules and regulations covering the operation of the stores, a violation of which reasonable rules and regulations shall be among the causes for disciplinary action by the Employer, provided, however, that such rights shall be exercised with due regard for the rights of the employees and subject to the provisions of this Agreement, and without discrimination against any employees. The Union shall be advised regarding changes in store hours.

ARTICLE 5
Dispute Procedure

A. The Union shall have the right to designate or elect one (1) steward for each store.

B. Should any difference, disputes, or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the Union's steward and/or the business representative and/or authorized employee, or any of them, and the manager of the store.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, by conference conducted with reasonable promptness between the Union's representative, a representative of the store supervisor or personnel representative of the Employer.

Step 3. If the grievance is not satisfactorily adjusted in Step 2, by grievance reduced to writing and signed by the employer or employees involved with concurrence of a Union representative, or signed by a Union representative in their behalf, presented to the Employer and discussed with reasonable promptness, if an issue of interpretation of the Union, and a representative, or representatives of the Employer.

Step 4. If the grievance is not satisfactorily adjusted in Step 3, either party may, with reasonable promptness, in writing, request arbitration, and the other party shall be obliged to proceed with the arbitration in the manner hereinafter provided. The Executive Board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The parties shall forthwith with attempt to agree upon an impartial arbitrator. If they fail to agree within five (5) working days of the request for arbitration, the party requesting arbitration may with reasonable promptness thereafter file a demand for arbitration with the Arbitration Board of the Retail, Wholesale and Department Store Employees International Union, in accordance with the then applicable rules and regulations of the Association. The expenses of the arbitrator, excepting the parties, shall be borne equally by the Union and the Employer.

C. The arbitrator shall have authority and jurisdiction to determine the propriety of the interpretation and/or application of the Agreement respecting the grievance in question, but shall not have the power to alter or modify the terms of this Agreement. If he shall rule that discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he shall review the penalty imposed, and if he shall determine the Employer's action to be improper, inappropriate and/or unduly severe, he may vacate it or modify it accordingly. He shall have the authority and jurisdiction in cases concerning discharge, discipline, or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee which the employee would otherwise have received, and/or enter such other and/or further Award as may be appropriate and just.

D. There shall be no time limit to wage claims due to incorrect hiring rates, overdue progression rates, mathematical calculation of wages or wage rates or failure to pay for holidays, vacations or sick days.

Any grievance for wage claims other than the above shall commence with the date of the employee's grievance to the Union and Employer but in no event more than thirty (30) days prior to the date of the grievance. In the event of the grievance to the Employer, the employer shall have a claim for hours lost up to the claim is resolved. No grievance shall be considered or discussed if presented later than thirty (30) calendar days after such has happened.

E. No employee shall be discharged or disciplined except for just cause. Grievances respecting the discharge of an employee shall be presented within fourteen (14) calendar days and processed in accordance with the grievance procedures hereinabove set forth.

Any agreement reached between the Union and the Employer under the grievance procedure by their authorized representatives, which in the case of the Union shall be subject to approval by its executive officers, its President, and any decision of the arbiter under Step 4, shall be final and binding upon the Employer, the Union and the employee or employees involved.

F. It is the intention of the contracting parties that, with the exception of those individual grievances which arise between the parties herein, in the event of the grievance or arbitration, the redress of alleged violations of this Agreement by the Employer the Union shall be the sole representative of the interests of employees or groups of employees, and of the Employer the Employer shall be the sole representative of the interests of employer or groups of employers. Subject to individual rights expressly set forth in the grievance procedure of this Agreement, only the Union shall have the right under arbitration procedures or in any judicial or adjudicatory forum, to assert and press a claim for hours lost until the claim is resolved. No grievance shall be considered or discussed if presented later than thirty (30) calendar days after such has happened.

G. Lengthy discussions between employees and representatives of the Union, including the steward, or among themselves, concerning disputes, shall not be charged against the Employer.

H. The Employer, including all supervisors, shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with, including but not limited to, checking rates of pay, work schedules and time cards.
I. The Employer shall have the right to call a conference with the officials of the Union or their 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 there shall be no strike or any other interference with or interruption of the normal conditions of the Employer’s business by the Union or its members. The Employer agrees that there shall be no lockout.

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 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.

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 agreement with any labor organization 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 within a period of sixty (60) days thereafter be promoted to store managers or assistant store managers or be placed in the bargaining unit of this Agreement.

C. To preserve and protect bargaining unit work, the Employer agrees that—except as provided in Section A and B of this Article—no supervisor, store manager, assistant store manager or any other person not 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 jobbers 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.

D. The Employer agrees that they shall schedule not more than one (1) non-registered Assistant Manager to each shift in any store.

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. No employee 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 the calendar week, from Sunday to Saturday, inclusive.

C. Work Schedules
1. Each full-time employee shall be scheduled work for the number of hours in the basic work week, as above set forth, if he is available to work at such time and in such capacity as may be determined by the Employer. The Employer may reduce, as necessary, in accordance with the seniority provisions of this Agreement, the number of hours, and accordingly of pay, of the employee(s) with the least seniority.

2. The Employer shall every two (2) weeks, in each store by 12 o’clock noon on Thursday post a work schedule for such store for the following two (2) weeks, 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 nor to the week 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 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. If 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 the basic work week, over junior full-time employees and 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 part-time, supplementary, or fill-in purposes only and 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) hour day or basic forty (40) hour week. No junior part-time employee shall be hired 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 an employee is called in 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 to work 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.

If the schedule of employees is not in conformance with 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.

13. Work on Sundays and holidays shall be scheduled on a calendar month basis. Assignment of such work schedules shall be fairly rotated among store employees willing to work such work. Employees must volunteer prior to the last full week of the month for all Sundays and/or holidays in the next month. In the event there are not sufficient volunteers, the remaining Sunday and/or holiday schedules shall be assigned in inverse order of seniority among the employees capable of performing the work. No employee who does not volunteer shall be required to work consecutive Sundays and holidays. When an employee scheduled for a Sunday or holiday does not report, or becomes unavailable after the week’s schedule is finalized, store management will obtain coverage from among the nonscheduled employees. In the event the Sunday and holiday scheduling procedure proves difficult to administer, the parties shall promptly meet and agree upon changes which will ease the difficulty.

ARTICLE 11 Wages
A. The schedule of wage payments shall be as follows:

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<td>10/20/82</td>
<td>$10.00</td>
<td>11/20/82</td>
</tr>
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B. For the purpose of wage progression time off of more than one (1) month shall be made up.

C. All employees covered by this Agreement shall receive an increase above their basic hourly rate of pay or the above minimum wage rates applicable for their respective experience, whichever is the greater wage rate, as follows:

- Effective May 1, 1980—fifty cents ($.50) per hour
- Effective May 3, 1981—thirty cents ($.30) per hour
- Effective May 2, 1982—thirty cents ($.30) per hour

D. Cost-of-Living: An adjustment effective the first pay period in November, 1981, shall be made, based upon the difference between the index of August, 1980, and August, 1981.

An adjustment effective the first pay period in November, 1982, shall be made, based upon the difference between the index of August, 1981, and August, 1982.

The adjustments, if any, shall each be in the amount of 1¢ for each 1/2% increase in the cost-of-living during the twelve month period in question, with a maximum of a 10¢ per hour increase for each adjustment.
The index to be used for the foregoing adjustment computations shall be the “Consumers Price Index for Moderate Income Families in Large Cities—New Series (All Items)” (1967 = 100).

E. Employees transferred to a store not paying P.M.'s shall be paid at the same hourly rate which they were receiving prior to the transfer. At the end of six (6) months, the employee's earnings will be readjusted to the P.M. earnings to which they were previously worked, but in no event shall their earnings be reduced. The six (6) months adjustment will be retroactive to the date of the transfer.

F. The Employer may designate which store shall employ Department Heads. Such Department Heads shall receive a minimum of $5.10 per hour over the contract rate.

G. All new hires with prior comparable drug store experience (within the prior three (3) years) in a Retail Drug Store shall be placed in the proper progression rate for the classification commensurate with prior experience.

H. If new job classifications not presently in existence are established, the Employer will negotiate wage rates with the Union.

1. Rates of pay and pay schedules as set forth in the wage schedule above shall remain in effect for the life of this Agreement and shall constitute the basis of determination of wages for time worked.

J. 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 (1½) the straight-time hourly rate. All work performed on a single day of work of any employee shall be paid for at the rate of time and one-half (1½) 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 Employer compensates the employee 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 accept overtime as above 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 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 on any Sunday, 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.

2. 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
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- any other holiday celebrated in lieu thereof.

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 option to work the day off with pay that the employee who 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's holiday, the Employer shall determine which employees will work and which employees will receive 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 the employee does not receive the day off as provided above, the personal day will be treated as any other holiday.

C. Rest Periods

All employees, including (by way of illustration but not limited to) separation occasioned by voluntary or involuntary termination of the Employer's business, except when such employee is duly discharged for dishonesty, shall, on separation, be paid vacation pay as of his last anniversary date of employment and shall be taken consecutively except by mutual agreement between the Employer and the employee.

D. Vacation pay shall be deemed as of the date of vacation, except as the employee and Employer may otherwise agree; provided that an employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when such employee is duly discharged for dishonesty, shall, on separation, be paid vacation pay as of his last anniversary date of employment and shall be taken consecutively except by mutual agreement between the Employer and the employee.

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 (1/4).
- Time off work—181 days through 270 days—vacation pay shall be reduced by one-half (1/2).
- Time off work in excess of 270 days makes the employee ineligible for any vacation pay.

F. Employees who qualify as, herein above provided, shall be entitled to such vacations at a time of their choosing, subject to personnel needs of the Employer, subject to store seniority preference in the event of conflict of employee choice, and within the period January 15th to September 15th,
inclusive, except by agreement otherwise between the Union and the Employer.

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 1st and prior to May 31st employees are to indicate on the schedule their desired vacation period(s). If no vacation date has been chosen by May 31st, then management will assign vacations based on unassigned dates and the needs of the store. After May 31st 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.

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 per week shall receive pay 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 4:00 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 services and his 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) hour 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 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) 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. The Company shall not be required to re-employ any person who is not physically or emotionally capable of performing the duties applicable to his position, and to that end, the Company shall have the right to require and to receive a certificate executed by the attending physician of the employee certifying to the fact that the employee is emotionally and physically able to resume his assigned duties. The Company may, in its discretion, require the employee, prior to the resumption of his employment duties, to be examined by a physician designated by the Company, at the Company's expense. 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 the 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 entitled 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 month of employment. Thereafter, up to a maximum of six (6) days with pay for 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 an hour after the store opens, 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. Sick pay will be computed and paid on an hourly basis, eight (8) hours for each sick day for full-time employees and five (5) hours for each sick day for part-time employees.

Each employee, full-time or part-time, shall be paid for any unused sick days or hours no later than 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 in the event of absence for the purposes 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, extent and for the purposes and persons determined by the Trustees of said Fund under said Agreement, in accordance with the Trust Agreement pertaining thereto up to the following maximum sums:

(1) Effective May 1, 1980, ninety-four dollars and sixty cents ($94.60) per month for employees working thirty (30) hours or more per week, and fifty-five dollars ($55.00) per month for employees working less than thirty (30) hours per week.

(2) Effective May 1, 1981, one hundred and eight dollars and eighty cents ($108.80) per month for employees working thirty (30) hours or more per week, and sixty-three dollars and twenty-five cents ($63.25) per month for employees working less than thirty (30) hours per week.

(3) Effective May 1, 1982, one hundred and twenty-five dollars and twelve cents ($125.12) per month for employees working thirty (30) hours or more per week, and seventy-two dollars and seventy-four cents ($72.74) 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 in accordance with 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 minimum contributions above provided on the first (1st) 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 and Welfare Programs, the employee 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 (30) hours per week status, the Employer will pay the 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 Unions 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 the 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) day of the month immediately following the return to work on Employer's active payroll after illness, injury, leave of absence, lay-off, and/or reinstatement to full-time or part-time status, providing Employer contributions had been previously discounted.

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 herein shall be construed as establishing the eligibility or 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 determined 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
strikes or other concerted activities in support of demands for delinquent contributions, if any, owed by the Employer to the Retail Store Employees Unions Drug and Mercantile Welfare Fund. Provided, however, such action shall not take place until the Manager 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 will execute an instrument agreeing to abide by the provisions of said Trust and Plan.

1. Effective May 1, 1980, the Employer shall make contributions in the sum of forty-two cents ($0.42) 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 on the Employer’s active payroll. No contributions will be made by the Employer for employees off work for any reason.

2. Effective May 3, 1981, the Employer’s contribution required by 1, above, shall be increased to forty-seven cents ($0.47) per hour.

B. The foregoing provisions respecting the Pension Plan are intended to establish the basis and amounts of Employer contributions; and nothing herein contained shall be deemed to establish the benefits or beneficiaries of the Plan, as from time to time amended, which shall be determined by the Trustees thereof pursuant to the Trust Agreement, and the Plan, as from time to time amended.

C. Notwithstanding the provisions of Article 6 of this Agreement, the Union reserves the right to exercise all lawful economic resources, including strikes or other concerted activities in support of demands for delinquent contributions, if any, owed by the Employer to the Retail Store Employees Unions A.F.L.-C.I.O. and Drug and Mercantile Employers Joint Pension Fund. Provided, however, such action shall not take place until the Manager of the Fund notifies the Employer, in writing, of the delinquency.

ARTICLE 23
Seniority

A. Seniority is the length of continuous employment with the Employer. Seniority shall be dated by 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.

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

1. Voluntary quit.
2. Justifiable discharge.
3. Continuously laid off for a period of more than one (1) year for employees with less than one (1) year of service, not less than six (6) months or their length of service up to one (1) year.
4. Failure to return to work in accordance with the terms of leave of absence.
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 defined as one such as a full-time employee who averages thirty (30) hours or more per week (including the actual hours of work on Sundays, holidays and all compensable absence pay) for twelve (12) consecutive calendar weeks, except where such hours are due to circumstance known to be temporary (e.g., coverage for absence of a senior employee due to vacation or illness). Seniority shall revert to the first day worked of the twelve (12) weeks qualifying period. A part-time employee is an employee who does not meet the full-time standard. A full-time employee involuntarily reduced to part-time shall continue to be classified and treated as full-time until he has averaged less than thirty (30) hours per week (proportion of full-time 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 once 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 is 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 shall pick up previous full-time seniority date 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 additional available hours. At a later date the employee may request in writing full-time work and may claim by seniority additional available hours created by a vacation, an additional hour of a senior employee 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 employee 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 in the store and shall be filled by the senior employee who has averaging at least one hundred (100) hours of work a month 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 full-time employees 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 and the Personal 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 transfers shall 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 considered as a layoff) in 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 rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job, and all other reasonable rules 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 deficiencies 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 Employer, and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conserving 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 shall prevail, and the Employer shall take no action that shall circumvent or attempt to circumvent the terms of this Agreement, which shall be deemed valid under applicable law or regulations that the various requirements 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 term of this Agreement, to purchase merchandise at the then prevailing employee’s discounts, provided that such purchases are 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 the premises, at the option of the Employer. 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 re-
quires additional knowledge and skill, such employees will be given a fair opportunity for training 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 Bargaining Agreement, the Employer hereby agrees in accordance with the provisions of the Trust Agreements (Retail Store Employees Unions Drug and Mercantile Welfare Fund, Retail Store Employees 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 certified public accountant, or by any other 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 examination.

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 transferee 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 (1) per store) shall be entitled to one (1) day off with pay per year for the purpose of attending the Union's Annual Steward Seminar.

M. Employees shall be allowed to wear blue jeans only when unloading trucks; they shall at all times be allowed to wear "levi"-style pants other than blue jeans.

ARTICLE 26
Expiration

This Agreement shall be effective the 1st day of May, 1980, and shall continue in full force and effect to and including May 31, 1983, 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.

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 to negotiate 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/ Michael Fredericks
Director of Personnel

FOR THE UNION:
RETAIL STORE EMPLOYEES UNION
LOCAL NO. 876
/s/ Horace Brown, President
/s/ Thomas L. Lodico, Secretary-Treasurer
NOVEMBER 24, 1980

ASSISTANT TO THE PRESIDENT
RETAIL CLERKS INTERNATIONAL UNION
ASSOCIATION
876 HORACE BROWN DRIVE
MADISON HEIGHT, MI 48043

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

CUNNINGHAM DRUG STORES INC & CNTYS WIS LU 876

WITH RETAIL CLERKS
MICHIGAN

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 on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

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

1. Approximate number of employees involved __________ 856

2. Number and location of establishments covered by agreement __________ 66

3. Product, service, or type of business __________ Drugstore

4. If your agreement has been extended, indicate new expiration date __________ May 31, 1983

Ronald Brown, Administrative Assistant

Your Name and Position

876 Horace Brown Drive

Address

313-585-9671

Area Code/Telephone Number

Madison Heights, MI 48071

City/State/ZIP Code

BLS 2452 (Rev. January 1980)