

APPENDIX V -- TOOL ALLOWANCE

Section 1. Permanent and probationary employees in the job classifications footnoted in Appendix IV, who, as a condition of their employment, are required by the School Board to provide and maintain their own hand tools in accordance with required tool lists stipulated by both parties to be adequate to meet the needs of the individual trades, established and maintained by the School Board, will receive an annual monetary allowance equal to 18 percent of the agreed value of the list. The approved tool list and replacement prices shall be modified prior to the effective date of this Agreement to reflect:

- (1) changes in the tool list due to changes of requirements and the state of the art, (e.g., metric tools, special tools); and
- (2) changes in replacement prices of the tools on the approved tool list. The allowance will be paid in one annual payment, the last payday in November, based upon qualification and calculation as of the last working day of September.

Section 2. Employees hired or promoted during the period preceding the annual calculation will receive a prorated allowance, based upon full months of employment. A major portion of the workdays in a month will be counted as a full month. Employees terminated for just cause will not receive an allowance for the period in which they are terminated. Employees who die, retire, or are laid off will receive a prorated allowance based upon their last date of employment.

Section 3. Each tool list shall include only those tools that are appropriate to the safe and efficient performance by the employee of the duties assigned within the job classification. Reasonable substitutions of tools shall be permitted with authorization by the Board. When changes are made in the list, or new tools are required by the Board, a reasonable period of time shall be allowed each employee to purchase the tools necessary for compliance with the tool list covering the job classification.

The Board shall make no requirements with respect to brand names or places of purchase of required tools; however, standards of quality and safety established by the bid specifications in the original acquisition by the Board must be maintained.

Section 4. All tools and tool boxes currently the property of the School Board that have been issued to employees in the designated classifications shall become the property of those employees to whom issued. In order to compensate the Board for the cost of these tools, the tool allowance, as agreed to above, shall not be paid for the first year of this Agreement but shall become effective thereafter. During this period and thereafter, additions and replacements shall be the responsibility of the employee.

All new employees hired after the effective operation of this Agreement shall be required to furnish their own hand tools, as per the approved hand tool lists, and shall be eligible for the allowance, as described herein. In the event an employee is terminated before the Board is fully compensated for the value of tool supplies, the employee may elect either of two courses of action:

- A. return the complete set of tools to the Board and forfeit entitlement to any allowance which may have accrued; or,
- B. retain the complete set of tools and make suitable arrangements to complete the compensation to the Board prior to receipt of any terminal pay which might be due.

Should the employee leave without making an election, the Board, at its discretion, may exercise option "B" above, and make appropriate deductions from any monies otherwise owed to the employee.

Section 5. Any necessary tools or equipment not on an approved hand tool list shall be designated as "shop tools," and shall be furnished by the School Board. Such tools shall remain the property of the Board. In general, the term "shop tools" shall designate power-driven equipment, hand tools of a size not normally carried in a portable tool box, and meters, gauges, and similar test equipment. This definition shall be subject to interpretation by comparison with existing tool lists, the customs of the trade, and negotiations, when required.

Section 6. The School Board shall continue to provide current levels of security for storage of tools and tool boxes in School Board facilities during off-duty time. In the event of the theft of tools from proper storage, the employee shall file a loss claim with the Board's Office of Risk and Benefits Management or assigned carrier. Awards, settlements, and other decisions affecting the claim will be governed by the terms of the agreements or policies then in force. The employee shall be responsible for replacement of any items stolen during the normal workday when the employee is on duty (such times, for the purpose of this Section, shall include meal and other break times), or at any time, as a result of personal negligence.

Section 7. Employees shall be entitled to remove any of their personally-owned tools (including those that become their property due to the operation of this Agreement) from their work site for off-duty use, subject to regulations detailing the method of such physical removal and other provisions of this Agreement. A full set of tools, as listed, must be available for use on any regular workday or for use on any authorized overtime. Such availability shall be subject to Board verification, upon demand, and subject to disciplinary action in accordance with Article XI, if not maintained. If any employee chooses to add tools to those required, they must be itemized on the employee's official inventory on file at the work location, with an appropriate valuation for personal insurance claims only. Loss of claims for any such tools not properly listed will be contested.