

63. Tools and Tool Storage

(a) No employee shall furnish his own equipment (other than trade tools) or use such in furthering or assisting the Producer when compensated at minimum wage rates. All agreements to furnish equipment must be approved by the Business Representative of the

Union. Producer will furnish metal working twist drills and files. Needles will be supplied to Drapery Sewing Persons.

Whenever it is necessary for Producer to send an employee's personal hand tools to and from distant location prior to his being sent or returned, he shall receive a minimum call for each day, excluding the sixth and seventh days in the employee's workweek and holidays, that he does not have access to such tools because they are being shipped by Producer and he is thereby deprived of employment under this Agreement. Provided, however, that should the return of tools from a distant location be delayed for any reason, the employee must notify the Local Union and the Producer's Labor Relations representative of that fact no later than two (2) business days after the day the tools are scheduled to be returned. Notice shall be by fax or by electronic mail. The Producer shall then have no more than two (2) business days after such notice either (i) to secure the return of the tools to the employee; or (ii) to provide the employee with interim replacement tools. If, within two (2) business days after such notice the Producer is unable (i) to secure the return of the tools, or (ii) to provide the employee with interim replacement tools so as to enable the employee to accept work assignments, then penalty pay, calculated in the same manner as the waiting time pay provided in the preceding paragraph of this Paragraph 63(a), shall commence at the conclusion of the two (2) business day period referred to in this sentence and continue until the return of the tools to the affected employee or replacement tools are secured. Failure of the employee to provide the foregoing notice shall relieve the Producer of the penalties set forth in this Paragraph 63(a).

(b) Tool Storage: Rules and Regulations

(1) All of the provisions of subparagraph (c) below shall apply to Prop Makers.

(2) The provisions of subparagraph (c) below shall apply to property persons as follows:

(i) Subsections (1), (4), (6), (7), (12), (13), (14) and (15) of subparagraph (c) below shall apply to said employees;

(ii) Subsections (2), (5), (9) and (11) of subparagraph (c) below shall not apply to said employees;

(iii) The requirement set forth in subsection (3) of subparagraph (c) below that tool boxes be secured by an effective

padlock and a case-hardened hasp shall not apply to said employees; said employees' tool boxes need only be secured by an effective lock;

(iv) Subsection (8) of subparagraph (c) below shall be modified by deleting the reference to "[i]n the mill and on the stages" and, as so modified, shall apply to said employees;

(v) Subsection (10) of subparagraph (c) below shall be modified by deleting the words "the mill and the stage" and substituting therefor the words "the areas" and, as so modified, shall be applicable to said employees;

(vi) The following shall be substituted for the language in subsection (11) of subparagraph (c) below and shall apply to said employees:

"At the end of their shifts, employees will be required to place their tools in the area designated for storage of same by the Producer."

(c) It is understood and agreed that the principal responsibility for the security of tools owned by the employee resides in such employee. The responsibility of the Company extends to such measures as are reasonable and necessary to ensure that such tools as are left on the premises of the Company during non-working hours of the employee will be secure from pilferage. With the cooperation of the Company, the Union and the employees, it is expected that the procedures agreed to herein will, to the benefit of all parties, have the effect of significantly reducing the amount of pilferage which has occurred in the past.

(1) Employees are required to provide such tools as are necessary in the regular and normal performance of their work. The tools which will be covered by this Agreement are set forth in the attachment hereto designated as Exhibit "B."

(2) For purposes of the implementation of this provision, the premises of the Company where the employees involved work are designated as: (i) mill; and (ii) stages.

(3) Each employee is required to maintain his tools in an appropriate tool box which is owned and provided by the employee and which can be secured by an effective padlock and a case-hardened hasp.

(4) The tool box shall have imprinted clearly on it, in a manner readily visible to an observer, the name of the owner of the tool box and the designation of Local Union 44, I.A.T.S.E.

(5) Employees will be required to provide a padlock and a case-hardened hasp sufficiently strong to withstand all but a high degree of force necessary to break it or to open it.

(6) In the course of the normal workday when employees are required to use various tools which are normally deposited in this tool box, the employee shall bear the responsibility of keeping his tool box locked at all times.

(7) The employee will be responsible for the locking of his tool box on the completion of his day's work before he departs the Company's premises.

(8) In the mill and on the stages, the Company will designate specific areas where tool boxes will be deposited for the period during which the employee is not working.

(9) In the mill, a specific area(s) will be permanently designated as the one(s) in which tool boxes will be placed before the employee departs the premises of the Company after the completion of his day's work. On the stage, employees will be informed prior to the completion of each work day of the space in which the tool box is to be placed.

(10) The Company assumes responsibility for making certain that the mill and the stage in which the tool boxes are deposited will be secured by lock and key prior to the departure of the employees involved at the end of the day's work.

(11) Employees working in the back lot area will be required to store their tools in the mill at the end of their shift.

(12) The locking of the tool box is a requisite for the recovery of pilfered tools, despite the fact that the entrance to the area in which tools are stored is either broken into or inadvertently left unlocked.

(13) Employees whose employment with the Company is terminated either permanently or for a limited period of time, including vacation and leave of absence, are required to remove their individual

tool boxes from the Company premises on the completion of their last day of work.

(14) To secure the maximum implementation of these Rules and Regulations, each employee is obligated to bring to the attention of his foreman or other available supervisors all unlocked doors to areas in which tool boxes are deposited, where such areas are unattended and no work is being performed therein.

(15) When all of the above provisions have been implemented and tools are pilfered from a tool box with evidence of the breakage of the lock on such tool box, the Company, on the presentation of adequate proof by the employee involved, will replace or make whole such employee for the loss of the pilfered tools, provided such tool is listed in Exhibit "B," or has been otherwise specifically required by the employer in order to perform a particular job.

(d) If the Producer has facilities available for the sharpening of tools, then those tools necessary to perform the work required by Producer shall be sharpened by the employee, if qualified to do the sharpening, or by the Producer.

SEE EXHIBIT "B" - "TOOL LISTS"