

# National Joint Adjustment Board for the Sheet Metal Industry

## DECISION

SMART Local Union 44  
248 Parrish Street  
Wilkes-Barre, PA 18702

Scranton Sheet Metal, Inc.  
240 E. Elm Street  
Scranton, PA 18505-4651

Re: Article X, Section 4: SMART Local Union 44 &  
Scranton Sheet Metal, Inc.

Ladies and Gentlemen:

The National Joint Adjustment Board (NJAB) for the Sheet Metal Industry met September 10, 2018 in Minneapolis, MN to hear the above-referenced matter.

Lori Eshenaur and Edward Fetchen appeared on behalf of the Employer. Donald Dunne appeared on behalf of the Local Union. NJAB member Tom Keating did not participate in the deliberations and determination of the Board.

A review of the record demonstrated that all procedural requirements had been met. The matter, therefore, was properly before the NJAB for decision.

Based on the record and testimony of the parties, the NJAB rendered the following unanimous decision:

The parties are directed to execute a memorandum of understanding with the same terms and conditions as the attached memorandum of understanding.

Your attention is directed to the following language contained in the Procedural Rules of the NJAB under Article X, Section 7:



“Except in case of deadlock, the decision of the National Joint Adjustment Board shall be final and binding.”

BY ORDER OF THE BOARD

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CO-CHAIR

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CO-CHAIR

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DATE

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**

**The International Association of Sheet Metal, Air, Rail & Transportation Workers, Sheet  
Metal Workers' Local Union No. 44  
and  
Scranton Sheet Metal**

**WORKPLACE CAMERAS**

Notwithstanding any other provision of the current Collective Bargaining Agreement and Addendum thereto between the International Union of Sheet Metal, Air, Rail & Transportation Workers, Sheet Metal Workers' Local Union No. 44 ("Local 44") and Scranton Sheet Metal ("SSM" or "the Employer"), the parties hereby agree as follows:

Workplace cameras are tools that can be used to improve efficiency, safety and productivity. Such cameras may also potentially impact the terms and conditions of employment, including grounds for discipline or discharge, as well as individual privacy. In acknowledgement of their respective interests the parties agreed to the following terms for use of cameras in the workplace.

1. The cameras addressed in this policy refer to stationary or rotating video recording devices for use at the Employer's facilities.
2. Any camera that captures audio shall be prohibited, or the audio recording function must be disabled.
3. The cameras may be placed on the exterior and within the interior of the Employer's facility, with the exception that no cameras shall be placed in any restroom, locker room, or breakroom.
4. All employees shall be given a written notice that cameras have been installed and that their conduct may be recorded. The Employer shall post a plainly-visible notice in the shop stating:

CAMERAS  
YOU MAY BE RECORDED

5. Video collected by the cameras shall not be used for disciplinary purposes, including discharging an employee or reducing their pay, except in the following circumstances:
  - a. An employee has stolen employer property or equipment; or
  - b. An employee has disabled or intentionally damaged a camera; or
  - c. An employee has intentionally committed malicious damage to the employer's property or equipment.

If video evidence is to be used to discipline or discharge an employee, the Employer must retain all video taken by every camera on the day(s) when the video on which the Employer relies to support the discipline or discharge was recorded and provide a copy of video on which the Employer relies to Local 44. The Employer shall also comply with any request by Local 44 for other video for context or comparative purposes.

6. The Employer has the right to utilize video evidence for any and all business purposes, including but not limited to the following:

- d. Evaluating operation and safety of machinery and equipment;
- e. Determining employee compliance with safe working habits;
- f. Utilize to coach or counsel employees regarding safety considerations;
- g. Identifying ways to improve efficiency of employees, machinery and equipment;  
and
- h. Investigating theft or damage to employer property and equipment and any injury to an employee.

Local 44 has the right to review video evidence to ensure an employer has complied with the terms of the CBA, including, by way of example, over-time pay and shift premiums.

7. The Employer may not install any new or additional cameras unless it advises the Union no fewer than 60 days in advance. Any such installation shall be consistent with this Memorandum of Understanding. Any alleged violation of this Memorandum of Understanding may be grieved under Article X, Section 2 of the Standard Form of Union Agreement.

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Donald J. Dunne  
President/Business Manager  
SMW Local Union No. 44

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Marco Richione  
President  
SSM

DATED: September 10, 2018

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