


LETTER OF UNDERSTANDING (“LOU”)
WORK JURISDICTION DURING COVID-19 PANDEMIC
SCHOTT North America, Duryea &
United Food and Commercial Workers Union, Local 1776 Keystone State

The parties to this agreement recognize that certain exigent circumstances have arisen as a result of the ongoing COVID-19/coronavirus pandemic. Specifically, the parties recognize that the Employer party, SCHOTT North America, to this agreement has experienced unforeseeable staffing exigencies that make full compliance with the work jurisdiction provisions in the parties' labor agreement impracticable. Therefore, to avoid potential disputes under the labor agreement, and to provide fair conditions for employees required to work additional hours due to the COVID-19 pandemic, the parties agree to the following terms on a temporary basis:

- In the event an employee must stay home due to a childcare issue, the employee will be allowed to use any accumulated and unused paid leave the employee has in his/her bank. If the employee has no remaining paid leave available, SCHOTT will evaluate the situation on an individual basis and see what if any accommodations it can make.
- Quarantine: Any employee that is notified by a healthcare provider that they need to quarantine due to a personal Covid-19 diagnosis will immediately be eligible for the Employer's Short Term Disability (“STD”) plan should they be eligible. The Employer will waive any required waiting period so long as the employee provides proper documentation by their physician/specialist.
- Attendance: SCHOTT shall utilize a special absence code with no adverse impact occurring to the employee's absentee record for the life of this agreement for verified absences due to COVID-19; including but not limited to isolation or quarantine related absences. The Attendance Policy and Point System shall remain in place for all other reasons and any matters that arise will be handled on a case-by-case basis.
- Social Distancing: SCHOTT shall continue to take all reasonable measures to promote the usage of social distancing within the facility(ies) where possible. Other mitigation will also be explored and continued to be used where applicable; including providing enhanced personal protective equipment (“PPE”) and distancing measures.
- In the event of any implementation or use of additional technologies for employees to adhere for the health and safety of all, the Employer will notify the Union of such implementation and agrees that such protocol will not adversely impact an employees pay (start time or donning/doffing, if applicable) or time/attendance. SCHOTT will implement kiosks for employees to use to enter the building. The kiosks will use facial recognition software, take the employee's temperature and require the employee to answer questions regarding contact with COVID-19. Any employee with a temperature of 100.4 degrees Fahrenheit or higher will be sent home for the day and will be required to use his/her accrued but unused paid time off in order to be compensated.
- SCHOTT shall have the right to terminate this Agreement at any time, by giving the Union seven (7) days written notice. This agreement shall be on a non-precedent setting basis, and the term of this agreement shall continue for ninety (90) days, unless or until (1) SCHOTT notifies the Union of its intent to terminate or (2) an extension or modified Understanding is reached and mutually signed-off on by the parties. In the event of any pressing matters or emergencies, the parties will meet promptly to review and modify this Agreement; modifications will not commence unless mutually signed off on by SCHOTT and Union.

- SCHOTT will continue to adhere to all applicable State/Department of Health and/or Federal/CDC guidelines/protocols surrounding COVID-19.

UFCW LOCAL 1776 Keystone State:
Chris Snyder, North-Central Division Director

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12/10/2020

Dated: _____

SCHOTT North America, Inc. – Site Duryea
Kevin McFarland, HR Director

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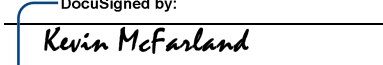
Dated: _____

**Letter of Understanding
By and Between
Schott North America, Advance Optics, Duryea
and
United Food and Commercial Workers (“UFCW”) Union,
Local 1776 Keystone State**


Whereas Schott North America, Advanced Optics, Duryea, hereinafter “Company”, and UFCW Local 1776 Keystone State, hereinafter “Union”, are parties to a Collective Bargaining Agreement (“CBA”), effective March 17, 2020 through April 7, 2020. Due to the COVID-19 pandemic the Company shall have the right, on a non-precedent setting basis, to take the following actions:

1. The Company shall have the right to send high-risk employees home from work.
2. The Company shall have the right to create an A and B shift. The hours of operation for the Crews scheduled will be: Large Optics/Precision Machining/Precision Optics: Monday – Friday, 6:00 am to 2:30 pm. **The trades will be: Monday – Friday 7:00 am – 3:30 pm.** For Interferometry there is no change.
3. The A shift shall work for two weeks.
4. During the two week period that the A shift is working the B shift shall be off of work. During the two weeks off the B shift shall be paid their normal daily rate for 10 days of work.
5. At the conclusion of A shifts two week work period, B shift will work for two weeks. The shift hours will be the same as A shifts two weeks.
6. While B shift is working the two week period A shift employees will be compensated in the same manner that B shift was compensated, i.e. paragraph 4 above.
7. While B shift is working the two week period, B shift employees will be compensated in the same manner that A shift was compensated, i.e. paragraph 3 above.
8. The two week rotation will continue for a period of one (1) month. Prior to the end of the one (1) month period, the Company will discuss and assess with the Union the current [at that time] Centers for Disease Control (“CDC”), or any other government agency, guidelines/directives to determine the continuation of this non-precedent setting schedule for another month.
9. The Company shall have the exclusive right to determine which employees shall be placed on A shift and B shift, however, seniority will be a determining factor.
10. Notwithstanding the above paragraphs, the Company will continue to comply with the parties CBA as much as possible during the COVID-19 pandemic, however the Union agrees that due to the unique nature of this situation, they will be open to further discussions to address any operational or health-related matters.
11. The Company agrees that this non-precedent setting schedule will last no more than three (3) months, unless mutually agreed to by the Union. **At the sole discretion of the company this agreement may be ended at any time.**

For Schott North America,
Advanced Optics, Duryea:

DocuSigned by:

Date: 9D997AAE95364DE... 3/17/2020

For UFCW Local 1776 Keystone State:


Date: 3/17/2020

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