

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
SIEMENS MEDICAL SOLUTIONS USA, INC.
AND
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION 48

Unrestricted

TABLE OF CONTENTS

	Page
Preamble	1
Article 1 Union Recognition and General Terms	2
1.1 – Union Stewards	2
1.2 – Recognition	3
1.3 – Complete Agreement	5
1.4 – Bargaining Unit Work	6
1.5 – Successorship	8
Article 2 Union Affairs	9
2.1 – Union Security	9
2.2 – Checkoff	10
Article 3 Management Rights	11
Article 4 Non-Discrimination/ Non-Harassment	13
Article 5 Seniority	15
5.1 – General Seniority Provisions	15
5.2 – Layoff	17
5.3 – Recall	18
5.4 – Severance Pay	19
Article 6 Operations	20
6.1 – Hours of Work & Overtime	20
6.2 – Shift Differential & Shift Staffing	23
6.3 – Standby Assignments and Standby Pay	24
6.4 – Travel Time	27
6.5 – Leadperson	30
Article 7 No Strikes/No Lockouts	31
Article 8 Holidays	33
Article 9 Paid Time Off (PTO)	36
Article 10 Short-Term Disability	40

TABLE OF CONTENTS
(continued)

	Page
Article 11	Bereavement43
Article 12	Military Reserve Duty.....44
Article 13	Jury Duty.....45
Article 14	Workplace Conduct46
	14.1 – Discipline & Discharge.....46
	14.2 – General Work Rules.....48
	14.3 – Violence-Free Workplace51
	14.4 – Drug Free Workplace.....53
	14.5 – Appendix.....57
Article 15	Grievance & Arbitration Procedure58
Article 16	Evaluation Period.....62
Article 17	Wages and Other Compensation and Promotions63
	17.1 – Wages.....63
	17.2 – Variable Pay Bonus Plan66
	17.3 – Other Benefits67
	17.4 – Promotions68
	17.5 – Wage Administration.....69
Article 18	Medical and Pension Benefits.....70
	18.1 – Health and Welfare Benefits70
	18.2 – Retiree Coverage Under Group Life Insurance, Medical, Dental, Vision and Hearing Plans73
	18.3 – Pension.....75
	18.4 – Savings Plan.....76
Article 19	Miscellaneous Provisions.....78
	19.1 – Smoking78
	19.2 – Tools and Dress.....79
Article 20	Savings.....81
Article 21	Term of Agreement.....82

PREAMBLE

For the purposes of maintaining cordial relations between Siemens Medical Solutions, USA, Inc. hereinafter designated as “the Company” and Local Union 48; International Brotherhood of Electrical Workers, hereinafter designated as “the Union”, the parties hereby enter into, establish and agree to the following conditions of employment.

The Company and the Union have a common interest in the medical imaging service industry. Therefore, harmonious relations are desirable between the Company, the Union, and the customer(s). All will benefit by continuous peace and by adjusting any differences by rational common sense methods. Progress in industry demands a mutuality of confidence between the Company and the Union. To these ends, this Agreement is made.

The Company shall not be required to take any action under this agreement that is in violation of federal or state law, or municipal ordinances.

The Union agrees that its members, who are employees of the Company, will individually and collectively perform efficient work and service, and that they will avoid and discourage waste of materials, time and resources, and that they will use their influence and their best efforts to protect the property of the Company and its interests and to prevent loss of tools and materials, and they will cooperate with the Company in promoting and advancing the welfare of the Company and the service at all times.

**ARTICLE 1
UNION RECOGNITION AND GENERAL TERMS**

1.1 UNION STEWARDS

1. The IBEW Business Manager shall have the right to appoint two (2) Stewards to any work area where workers are employed under the terms of this Agreement. The Steward shall see that the provisions of this Agreement are observed. Stewards will be allowed to perform such duties prior to or at the conclusion of the work shift, as well as on their own designated personal time such as breaks and/or lunch period. The Company will not compensate Stewards while performing duties on behalf of the Union. Under no circumstances shall the Company dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement.

2. One Steward shall have superseniority for purposes of layoff for lack of work.

3. The Union shall supply to the Company, in writing, the names of the Stewards (designating the Steward with superseniority pursuant to Section 2 above). The Union will promptly notify the Company of all Steward changes.

1.2 - RECOGNITION

1. Siemens Medical Solutions USA, Inc. (“the Company”) recognizes IBEW Local Union 48 (“the Union”) as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment or other conditions of employment for all Customer Service Engineers (“CSEs”) employed by the Company in Region 2 Seattle District of the Western Zone (“Region 2”), as set forth in Section 2, but excluding all other employees, office clerical employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act.

2. For purposes of this Agreement, “Region 2” shall be defined as Bargaining Unit employees in the following geographic service areas:

Idaho, Montana, Oregon, Washington (excluding the Seattle metro area, referred to as Region 1 Seattle District of the Western Zone)

3. The parties recognize that from time to time there are not adequate non-represented Company employees available to perform service work in areas outside of Region 2 within the Western Zone. The parties also recognize that from time to time there are not adequate Union CSE’s available to perform service work within Region 2.

The parties agree that management may dispatch Union CSE’s into non-represented territories within the Western Zone when non-represented Company employees are unavailable to perform the work in question. Similarly, the parties agree that management may dispatch non-represented Company employees into Region 2 when Union CSE’s are unavailable to perform the work in question.

The Company agrees that no Union employees will be laid off or have their regular work hours reduced as a result of non-represented Company employees performing work in Region 2 as permitted herein.

1.3 - COMPLETE AGREEMENT

1. This Agreement constitutes the entire agreement between the Company and the Union and the specific terms of this Agreement shall be the main source of any rights, other than that of law, that the Union may assert against the Company.

2. Any agreement, understanding, practice, policy or other term or condition of employment that existed before the execution of this Agreement is expressly waived.

3. No subsequent agreement, addition, waiver, practice, understanding, alteration, variation, deletion, change or amendment of or to any term or provision of this Agreement shall bind the Company or the Union, or be effective during the term of this Agreement, unless made and executed in writing by authorized representatives of the Company and the Union.

1.4 - BARGAINING UNIT WORK

1. Except as set forth below, non-bargaining unit employees shall not perform “Bargaining Unit Work.” Bargaining Unit Work is defined as performing emergency, warranty, maintenance and service on Company medical imaging equipment.

2. Bargaining Unit Work may include the assembly and installation of Company equipment, the wiring of such equipment, the initial internal modifications and initial calibration of such equipment or service on OEM multi-vendor medical or non-medical equipment and devices.

3. The Company may use Siemens Medical Solutions non-bargaining unit employees for the purpose of emergency service work, which includes emergencies arising both because of unexpected equipment failures and unexpected staffing shortfalls, and specialized service work. The work performed by the non-bargaining unit employee will be restricted to the specific emergency and specialized service work. The Company will produce a report each April and October containing a breakdown of the number of hours worked by union CSE’s in non-represented territories, and non-represented CSE’s working in Region 2.

4. The Company may use specialized subcontractors for the purpose of specialized work. The work performed by the subcontractor or subcontractor’s employee will be restricted to the specific specialized work. No subcontracting decisions shall result in the layoff of any bargaining unit employee of the Company.

5. The Company may continue to use technical service engineers in the manner it has traditionally used them in Region 2.

6. The Company reserves the right to continue the use of non-bargaining unit employees for training purposes.

7. Bargaining unit employees assigned to work outside of Region 2 shall have all bargaining wages, hours and working conditions follow them.

1.5 SUCCESSORSHIP

The Company will require a successor to its operations in Region 2 to recognize the Union as the exclusive collective bargaining representative for CSEs in Region 2. The Company also will require a successor to its operations in Region 2 to provide comparable wages and benefits to all CSEs in Region 2 who are offered continued employment by the successor for the remainder of the term of the collective bargaining agreement in effect at the time the successor commences operations. The Company's obligations under this provision cease once it has secured a contractual commitment from the successor to undertake these obligations. Any action for breach of such commitment shall be brought by the Union against the successor and not the Company.

**ARTICLE 2
UNION AFFAIRS**

2.1 - UNION SECURITY

1. Employees shall, as a condition of employment, maintain or obtain membership in the Union as follows:

a. Non-Right to Work States: Each employee shall be obligated to tender to the Union amounts equal to initiation fees and periodic dues 30 days after the effective date of this agreement or 30 days after the employee's hire date.

b. Right to Work States: Employees may elect or not elect to become members of the Union and may elect to pay appropriate dues, fees and other expenses associated with Union membership and remit that amount to the Union, as long as the employee signs an agreement to have such dues, fees and expenses deducted from their bi-weekly paycheck.

For the purpose of this Article, an employee shall not be deemed to have lost his membership in the Union in good standing until the Financial Secretary of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of the fact. If any employee is certified to the Company by the Financial Secretary of the Union as having lost his membership in the Union in good standing for refusing to pay his periodic monthly Union dues or initiation fee, such employee shall be dismissed by the Company within two (2) weeks after such certification, unless he pays such dues and/or initiation fee within the said two (2) week period.

2.2 - CHECKOFF

1. The Company will check off bi-weekly dues and initiation fees each as designated by the Financial Secretary of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards as specified in the attached Appendix. The Union shall supply copies of signed authorization cards to the Company. Such deductions shall be made to cover the dues or initiation fees for the current month. The Company agrees to refer new hires, prior to the beginning of employment, or within seven (7) business days, to the local business office of the Union.

2. An employee who quits, is laid off, or is discharged for cause, shall have the current month's dues deducted from his final pay. The Union shall before the tenth (10th) day of each month, submit to the Company individual authorizations for new members. The Company shall in the next available payroll cycle remit the sum total of dues to the Financial Secretary of the Union at 15937 NE Airport Way, Portland, OR 97230 or electronically transfer if available. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of actions taken or not taken with respect to dues or deductions and initiation fees made pursuant to the provisions of this Section.

**ARTICLE 3
MANAGEMENT RIGHTS**

1. General

Except as limited by the express provisions of this Agreement, the Company reserves, retains and has the sole and exclusive right to exercise all its common law rights and functions of management as such rights existed prior to the execution of this Agreement. The Union recognizes the prerogative of the Company to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Company has not specifically abridged, delegated or modified by this Agreement, are retained by the Company.

2. Specific

The term "management rights" includes, but is not limited to, the right: to manage the business; to determine the number and types of employees required; to assign work to such employees in accordance with the requirements determined by management; to establish and change work schedules and assignments unless otherwise referenced in this agreement; to assign or dedicate employees to specific projects, sites or coverage areas; to reduce the work force; to assign and distribute overtime work, if any; to direct the working forces, including the right to hire, promote and lay off employees; to suspend, discharge or otherwise discipline employees with just cause; or to make any changes in methods of operation which in the sole opinion of the Company is in the best interest of the business; to make and enforce reasonable rules for the maintenance of discipline; to take such measures as management may solely determine to be necessary for the orderly, efficient and profitable operation of the business; to determine services or products to be sold and offered and the location for such work to be performed; to determine

processes, methods, techniques and means of conducting the business; to determine size and character of the business; to determine the prices of products or services; to determine work to be subcontracted; to establish quality and quantity standards; to establish educational and training requirements for employees and background and security checks for employees; to implement and enforce customer-mandated credentialing requirements including but not limited to background checks, drug screens, immunizations and other customer-imposed requirements, and the development of Company procedures for processing and complying with such customer-imposed mandates; to introduce new, improved or different service methods, and to terminate, merge, sell or lease the business or any part thereof.

The Company will maintain the confidentiality of information within its control that it gathers or receives regarding employees in the credentialing process.

ARTICLE 4

NON-DISCRIMINATION/NON-HARASSMENT

1. The Company and the Union agree that no employee covered by this Agreement shall be discriminated against or harassed on the basis of race, color, religion, national origin, ancestry, sex, age, disability, sexual orientation, veteran's status or union support or non-support. Retaliating or discriminating against an employee for making a complaint about harassment is also prohibited. Violations of this Article will not be tolerated and may result in disciplinary action, up to and including termination of employment.

2. The Company shall have the exclusive discretion to grant an accommodation, and take any action necessary to comply with its obligations under Section 1 regarding disability, even where doing so might conflict with a provision of this Agreement. The Company will notify the Union in writing of its intent to grant accommodation(s) and, upon request, negotiate the accommodation(s) with the Union. Nothing herein shall be interpreted to require the Company to unreasonably delay implementation of the accommodation(s).

3. Nothing in this Article shall be construed to prevent an employee who believes he or she has suffered unlawful discrimination from filing a charge with any state or federal agency or to preclude an employee from participation in an investigation by a state or federal agency. However, employees are encouraged to use the procedure set forth in Section 4 before taking their case outside of the Company and this Agreement.

4. Employees who feel they have been unlawfully discriminated against or harassed as set forth in Section 1, and any employee having information concerning alleged discrimination or harassment, should present that information, without fear of reprisal, to Human Resources.

The Company will promptly investigate all allegations of discrimination or harassment covered by this Article.

5. No employee will be penalized for making a report of retaliation, harassment or discrimination, which should be reported immediately.

6. The procedure set forth in Section 4 must be used before an employee may pursue a grievance or arbitration as set forth in Article 15, Grievance and Arbitration Procedure. The time limits for filing for arbitration shall be tolled while the Section 4 procedure is being utilized. If use of the Section 4 procedure does not result in an agreement and the Union wants to pursue arbitration, the demand for arbitration must be filed within fifteen (15) days, excluding Saturdays, Sundays and holidays, following the date of the Company's Section 4 written answer to the Union.

7. If an employee files a charge covered by this Article with a state or federal agency, the employee waives his or her right to recover in arbitration a duplicate remedy. For purposes of this section, duplicate remedies include, but are not limited to, front pay and reinstatement as well as duplicate monetary damages.

ARTICLE 5 SENIORITY

5.1 - GENERAL SENIORITY PROVISIONS

1. Except as set forth below, an employee's seniority shall be determined by his/her uninterrupted service with the Company. Uninterrupted service is defined as the period from the employee's latest date of hire with the Company.

2. Employees shall lose their seniority and their status as an employee if:

- a. the employee resigns or quits the company;
- b. the employee is terminated;
- c. the employee has been on layoff more than eighteen (18) months or a period equal to their seniority, whichever is less;
- d. the employee fails to report to work within ten (10) days of an offer of recall while on layoff or within ten (10) days of any other offer of reinstatement;
- e. the employee has been absent from work three or more consecutive days without notice to the Company unless the employee is physically unable to call in;
- f. the employee retires;
- g. the employee transfers to a nonbargaining unit job for more than six (6) months.

3. Seniority for benefit purposes shall be determined solely in accordance with the terms of the applicable benefit plans.

4. Seniority for purposes of layoff, pursuant to Article 5.2, shall be determined by the employee's uninterrupted service within each modality in the geographic area selected. Then in accordance with Article 5.2.1, other factors such as cross training, performance, site

assignments, metrics and the ability to relocate may apply for selection purposes. Upon request by the Union, the Company will share the seniority list.

5. For purposes of requesting PTO (but not PTO accrual) pursuant to Article 9, Seniority shall be determined by the employee's uninterrupted service within the Bargaining Unit.

5.2 - LAYOFF

1. When the Company finds that conditions make it necessary to lay off Bargaining Unit employees, it will notify the Union in writing not less than 20 days before the layoff absent an emergency, unforeseeable event, strike, lockout or act of God. The notice will give the reason for the layoff and provide the best estimate of the number of positions to be affected. In accordance with Article 5.1, the Company will consider the following factors of regional geography, modality, seniority, cross training, performance, site assignments, metrics and the ability to relocate for other opportunities within the Company in making this determination. If relocation is required as part of a layoff, the Company will provide relocation services pursuant to the Company policy in effect at the time for non-represented employees.

2. The Company agrees that any employee who is to be laid off will get thirty (30) days notice of the layoff. The Union may challenge the Company's decision through arbitration pursuant to the Grievance and Arbitration Procedure, Article 15, if it can demonstrate the Company's decision was arbitrary or capricious. The Union's decision to seek arbitration will not prevent the Company from implementing its decision before the arbitration occurs.

5.3 - RECALL

1. When the Company requires additions of regular employees to the Bargaining Unit within eighteen (18) months of the last layoff, it will offer employment in inverse order in which such employees were laid off, unless a junior employee has skills, expertise or training which will assist the Company in servicing its customers' needs. In such a case, the Company may skip the senior employee and recall the next employee who possesses the skills, expertise and training needed to do the available job. The skipped senior employee shall retain their position on the recall list. Notices of rehiring will be mailed by registered letter, return receipt requested, to the last known address of the laid off employee. The Union shall also be notified.

2. The Company will assume that failure on the part of any former employee to notify the Company within ten (10) calendar days of an intent to return to work after mailing of a notice of rehiring constitutes a rejection by the employee.

3. It will be the responsibility of former employees to notify the Company of any change of address while on recall.

4. When an employee has been laid off for more than eighteen (18) months, the employee's employment will be terminated and the employee will have no right of recall and will no longer be entitled to any benefits provided for in this Agreement.

5.4 - SEVERANCE PAY

1. Employees are eligible for severance pay if they have been employed by the Company for a minimum of one (1) year. In the event an eligible employee is permanently laid off by the Company because of manpower reduction or job elimination, he/she shall be entitled to a severance pay in accordance with and subject to the following provisions.

- A. An eligible employee shall receive severance pay based on the following schedule: One week of severance pay for each year of service up to twenty-six (26) years. Maximum twenty-six (26) weeks of severance. Service of one-half year or more shall be considered a full year of service when the employee already has one (1) full year of service. "One week of severance pay" shall be the base pay rate which the employee received for regularly scheduled hours of work in the week prior to termination.
- B. The payment of severance pay shall be made in a lump sum at the time of termination. All seniority credits and employment rights will be cancelled as of the date of payout.
- C. An employee who receives severance pay and is subsequently rehired before the expiration of the number of weeks upon which the termination allowance was computed shall be regarded as having received an advance for the excess number of weeks. The employee shall repay such amount to the Company through weekly payroll deductions at the rate of at least ten percent (10%) of the employee's basic weekly wages.
- D. An eligible employee will not be entitled to severance pay if the employee's termination results from employee's voluntary resignation, employee's death or disability, employee's retirement, employee's acceptance of employment with the Company in another location or position or employee's acceptance of employment with a Siemens affiliate, the sale of the business if the employee is offered and accepts employment with equivalent pay and benefits and without relocation with the new company immediately following the sale, or if the employee is terminated for just cause.
- E. To obtain severance benefits, an eligible employee must sign a Separation Agreement and General Release substantially similar to the ones reprinted in the attached appendix.

ARTICLE 6
OPERATIONS
6.1 – HOURS OF WORK AND OVERTIME

1. The payroll week is the period from Monday at 12:01 a.m. through the following Sunday at 12 midnight.

2. Without restricting the Company's right to require an employee to work overtime and set employee schedules, the regular work week is forty (40) hours and shall normally consist of either five (5) consecutive eight and a half (8.5) hour days, with one-half (1/2) hour for lunch, which is unpaid, four (4) consecutive ten and a half (10.5) hour days, with one-half (1/2) hour for lunch, which is unpaid or (3) consecutive thirteen and a half (13.5) hour days, with one-half (1/2) hour lunch, which is unpaid. .

3. The first shift shall be defined as a shift which begins between 6:00 a.m. and 9:00 a.m. or at 10:00 a.m. and ends 8.5 hours after the start time. Second shift shall be defined as a shift which begins between 12:00pm and 3:00p.m. and ends 8.5 hours after the start time. Third shift shall be defined as a shift which begins between 9:00pm and 1:00am. Alternate Start Day shifts shall be defined as work week that does not begin on Monday.

4. Employees shall keep their cellphone and **EvO** on at all times during working hours. Employees are responsible for being prepared to be at a customer site at the beginning of their shifts. Except for de minimis time (1/10th of an hour) spent taking a call or receiving a notification, employees will be paid for all actual hours worked outside of their regular shift.

5. Work schedules will generally have consistent start times and will generally last for a minimum of one payroll period. When the Company is changing an employee's regular shift assignment, it will give the employee a minimum of four (4) weeks' notice.

6. Overtime is defined as actual time worked in excess of forty (40) hours in any payroll week. Paid time off shall be considered time worked for purposes of overtime. An employee shall be paid for overtime hours at the rate of one and one-half (1½) times that employee's regular rate. If an employee is receiving a shift differential, the overtime rate will be calculated at one and one-half (1½) times the employee's regular rate plus shift differential. An employee will be paid at the rate of two (2) times that employee's regular rate plus shift differential for work performed on day 7 of the scheduled work week.

7. An employee shall work overtime when requested or assigned to do so, which includes remaining at or returning to a customer site to complete a project or the repair of a down room after his/her regular shift ends. The CSE is responsible for taking the appropriate steps (i.e. to find a suitable replacement and contact the Service Manager) to complete the project or repair. The Company will provide at least twenty-four (24) hours notice to employees when weekend work is required. An employee shall complete an overtime weekend assignment unless the employee has a conflict of a compelling nature. If this occurs, the Company may assign the weekend overtime to the least senior qualified CSE in the appropriate geographic area, who must take the assignment.

8. An employee may not work overtime without making a reasonable effort to obtain the prior approval of his supervisor.

9. There shall be no pyramiding or duplication of overtime.

10. An employee who works eight (8) or more consecutive hours in a day shall be provided one fifteen (15) - minute paid rest break per four hour segment. Time for rest breaks may not be taken at the beginning or end of a workday.

11. If an employee is required by the Company to attend a meeting which is held during his off-duty hours, the employee will be paid for the time spent in attendance at his regular base rate of pay or the overtime rate, whichever is applicable.

12. To ensure employees are well-rested and can perform their jobs safely, employees will have up to eight (8) hours to rest after completing an overtime work assignment. The Company will pay the employee at the straight time rate for any such rest hours if they occur during the employee's next shift assignment. For example, if a first shift employee arrives home at 2:00 a.m. after completing an assignment and is scheduled to begin work at 8:30 a.m., the employee may rest until 10:00 a.m. and will be paid at his/her straight time rate from 8:30 a.m. until 10:00 a.m. Of course, whenever an employee believes that he/she cannot safely complete an assignment because of illness, fatigue or other reasons, the employee should notify his/her Service Manager immediately and will be permitted to leave at that time. If this occurs and the Company needs an employee to complete an assignment, the Company shall assign work to the standby CSE first and then the least senior qualified CSE in the standby group, who must take the assignment.

13. Nothing in this provision shall be interpreted as a guarantee of any overtime hours or restrict in any way the Company's ability to lay off employees.

14. Part Time Work – Bargaining unit employees will follow HC HR-54 Rev 2 Part Time Policy. HC HR-54 Rev 2 will remain in effect throughout the length of this Agreement.

6.2 - SHIFT DIFFERENTIAL AND SHIFT STAFFING

1. Employees assigned to start between 6am – 7am shall receive a daily premium of five percent (5%). Employees assigned to start at 10am shall receive a daily premium of seven percent (7%). Employees assigned to second shift shall receive a daily premium of ten percent

(10%) above the daily basic wage rate for as long as the employee is assigned to the second shift. Employees assigned to third shift shall receive a daily premium of fifteen percent (15%) above the daily basic wage rate for as long as the employee is assigned to the third shift.

2. Employees who volunteer for and work an Alternate Start Day shift that includes one scheduled weekend day will receive a five percent (5%) shift differential. Employees who work an Alternate Start Day shift that includes two scheduled weekend days will receive a ten percent (10%) shift differential.

3. Paid absences including vacation, sick leave and holidays, include the shift premium; but short-term and long-term disability payments do not include the shift premium.

4. The Company may solicit volunteers for second or third shift assignments, or alternate work week start days. If there are insufficient volunteers, the Company may assign employees as needed to staff a second or third shift. In determining whom to assign, the Company shall first select employees who are hired after the date of this agreement. If additional employees are needed, the Company shall next consider the needs of the customer, seniority, modality proficiencies, skills, training and performance. The Company will agree to cap the number of employees assigned to the third shift to 10% of the bargaining unit (excluding volunteers and new hires) over the course this contract. If there is a need to assign additional employees to the third shift over the course of the contract, the Company will sit down with the Union to review the customer requirements.

5. The Union may challenge the Company's selection through the Grievance and Arbitration Procedure if it can demonstrate the Company's selection decision was arbitrary or

capricious. The Union's decision to seek arbitration will not prevent the Company from implementing its decision before the arbitration process.

6.3 - STANDBY ASSIGNMENTS AND STANDBY PAY

1. The Company will establish standby schedules to provide emergency service for outside of normal business hours. Standby assignments shall be made on a business need basis as determined by the Company. It shall be the intent of the company to limit standby assignments to a minimum four-man rotation, except in extenuating circumstances. The Service Manager will assign the appropriate number of CSEs to cover standby per modality and geographic area. Standby will be assigned fairly during holiday periods and employees will not be scheduled for a standby assignment if they are in training or during scheduled paid time off. The Service Manager will post the standby assignments at least quarterly so employees may make arrangements to be available for the standby assignment. Employees may request to exchange their standby assignments if an unforeseen conflict occurs. If this happens, then the employee will be responsible to find a qualified CSE to cover his standby assignment and to inform the Service Manager. If the employee cannot find a qualified CSE, the Company will designate the appropriate CSE. The Company may also adjust the standby schedule to account for unforeseen events such as an employee missing work due to illness or injury.

2. The duration of the standby assignment will be one week starting at 5 pm Monday, day one, to 8:30 am the following Monday, day 8. The Company will rotate standby assignments in accordance with the number of active CSEs available per modality and geographic area, excluding any CSEs unable to work because of injury or illness. Second and third shift employees will not overlap with first shift hours, unless there are unique circumstances to be determined solely by the Company and will be set by the Company to maximize customer coverage. The standby schedule may provide for 24 X 7 or lesser coverage

depending on the needs of the business as determined by the Company.³ The Company may dispatch a Standby CSE for code 1 notifications, for previously scheduled work which cannot otherwise be performed on schedule because of unexpected staffing shortfalls, or because of customer satisfaction issues. The Company will create a volunteer list of CSEs who are interested in working unscheduled overtime. The list does not obligate the CSE to work overtime in the event of a hardship but CSEs should not volunteer for overtime if they are generally not available to work it. The Company is not required to guarantee overtime to volunteers.

4. Employees will receive twenty-five percent (25%) of their straight time pay for every hour the employee is on standby. When an employee who is on standby is called into work, the employee will receive four (4) hours pay (at either the employee's regular or overtime rate, whichever is applicable) or will receive pay for actual hours worked, including travel time, whichever is greater.

5. Hours compensated for standby status at the rate of twenty-five percent (25%) of the employee's regular rate are not counted as hours worked for purposes of calculating overtime.

6. To ensure employees are well-rested and can perform their jobs safely after standby assignments, employees will have up to eight (8) hours to rest after completing a standby assignment which ends after midnight. The Company will pay the Standby CSE at the applicable straight time or standby rate for any such rest hours if they occur during the time the employee would otherwise be paid. For example, if an employee arrives home after completing a standby assignment at 2:00 a.m. and is scheduled to work at 8:30 a.m., the employee would

receive standby pay from 2:00 a.m. until 8:30 a.m. and straight time pay from 8:30 a.m. until 10:00 a.m. Of course, whenever an employee believes that he/she cannot safely complete an assignment because of illness, fatigue or other reasons, the employee should notify his/her Service Manager immediately and will be permitted to leave at that time. In the unlikely event the Company needs an employee to complete an assignment during standby hours while the Standby CSE is resting as provided herein, the Company shall assign the work to the least senior qualified CSE in the standby group, who must take the assignment.

6.4 - TRAVEL TIME

1. Approved time spent while traveling on Company business will be paid at the employee's regular rate (straight time) unless travel time results in overtime hours worked. In the latter case, overtime rates apply.

2. When an employee is required to travel on Company business by means other than Company car, the employee will be compensated for time spent traveling through the mode of transportation chosen by the Company. If an employee elects an alternate mode of transportation, only time that would have been spent using the mode of transportation selected by the Company is considered in determining hours worked.

3. If an employee flies to a training assignment that will include a weekend stay over, the Company will reimburse the employee for the reasonable costs of a rental car for the weekend. The expense of the rental car must be approved by the Service Manager who will have the ability to control costs through various methods such as employees sharing vehicles.

4. The following travel time is considered hours worked:

a. Travel time that corresponds to the employee's customary work shift, including travel that occurs for training, meetings and travel between work sites.

b. Actual waiting time at the airport or other public transportation terminal prior to scheduled departure time, up to a maximum of 2 hours for domestic trips or 3 hours for international flights. However, if the waiting time is longer due to circumstances beyond the employee's control, additional time will be considered hours worked.

c. Travel time when the employee has completed his/her regular shift and is called in for additional work.

- d. Travel time on an airplane, train or bus to the point of destination.
- e. Time traveling for joint Union/Management meetings requested by the Company and time spent by Stewards traveling to attend Company-conducted employee interviews where the employee has a legal right to have a Steward present.

5. If an employee drives to a training assignment and the travel will exceed eight (8) hours, the Company will reimburse for the cost of a hotel for an overnight stay on the way to the training assignment and an overnight stay while returning from the training assignment at a room rate equivalent to the current IRS nightly rate for the city where they are staying. If the room rate exceeds the IRS nightly rate, the employee must obtain Service Manager approval for the expense.

6. The following rules apply while traveling on Company business:

- a. During the employee's regular work week, the first forty-five (45) minutes of travel time between home and the first job site, airport or other public transportation terminal before the employee's regular work shift begins and forty-five (45) minutes to return home from the last job site, airport or other public transportation terminal after the employee's shift ends will not be considered hours worked, and will be unpaid, unless the employee is performing work during such travel time including, but not limited to, loading or unloading equipment from the employee's company vehicle, picking up or dropping off equipment at an overnight delivery vendor's location or communicating with the Customer Care Center or a customer by phone while commuting (which must be accomplished safely and in compliance with local traffic laws). De minimus time spent for such work, defined as 1/10th of an hour or less, will not be paid.

Employees are free to make personal stops and free to engage in personal activities while traveling to their first job site and returning home from their last job site.

b. Meal times while traveling on Company business will not be considered hours worked, and will be unpaid, except for meals taken on an airplane, train, bus or other means of public transportation.

6.5 - LEADPERSON

1. The Company may designate at its discretion leadpersons. The designation is not subject to this Agreement's grievance and arbitration provisions, and service as a leadperson is entirely voluntary. A leadperson position is not permanent. Either the Company or the leadperson can terminate it at any time. Such leadperson may, in addition to performing his/her regular duties, assist in scheduling, recommend training, act as a local radiation safety officer, conduct site assignment clean-up work including workload-related database management, and conduct regular conference calls to review problems and issues and identify solutions and best practices. Leadpersons shall receive \$3.00 per hour above the applicable rate of pay.

2. The Company may designate at its discretion an employee to act as a local Radiation Safety Officer (RSO). The designation is not subject to this Agreement's grievance and arbitration provisions, and service as an RSO is entirely voluntary. The RSO position is not permanent. Either the Company or the RSO can terminate it at any time. Employee's acting as an RSO shall receive \$3.00 per hour above the applicable rate of pay.

ARTICLE 7

NO STRIKES/NO LOCK-OUTS

1. During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any mass absenteeism, work stoppages, strike, sit-down, sit-in, boycott, walkout, sick out, slow-down, sympathy strike, unfair labor practice strike, picketing, patrolling, handbilling, including but not limited to informational picketing at nonwork sites, refusal to cross a picket line at any Siemens Medical Solutions facility or Siemens Medical Solutions client, affiliate, subsidiary or any other related entity, or in any other way interfere with or interrupt the Company's operations for any reason. Nothing herein shall be construed to prevent an employee while off duty picketing a Company other than Siemens so long as it is not a Siemens client. In addition, nothing herein shall be construed to require an employee to cross picket lines at Siemens' customer sites if to do so would jeopardize the employee's health or safety. The Company agrees that it shall not lock out employees during the life of this Agreement.

2. The Union, its officers, officials and agents, shall be accessible to the Company and shall take all prompt and effective measures to prevent and stop any acts described in paragraph 1 above, including, but not limited to, contacting by telephone, email, overnight mail, or any other manner which assures prompt contact with each individual engaged in such acts, and sending a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of paragraph 1 of this Article.

3. An employee who engages in any conduct which violates the provisions of Section 1 shall be subject to discipline.

**ARTICLE 8
HOLIDAYS**

1. Employees shall be granted holiday pay based on scheduled hours not to exceed eight hours or ten hours, depending on regular shift schedule, per holiday at the Employee's base rate of pay plus any shift premium.

2. Employees must work all assigned hours for the day before a holiday and for the day after a holiday to receive holiday pay unless the employee is on PTO or floating holiday.

3. In the event a holiday falls on a Saturday or Sunday and by law it is honored on the preceding Friday or the following Monday, the law shall control. In the event that the holiday falls outside an employee's normal four-tens schedule, the employee shall receive an additional floating holiday.

4. There are six fixed holidays per calendar year:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Christmas Day

5. Five (5) additional floating holidays are at the discretion of the employee.

- (a) Employees shall designate their five (5) floating holidays by January 15 each year. Management will respond by January 31. The Company will honor these designations unless there is more than 25% of the total unionized workforce unable to work in a geographic area to meet the

needs of our customers on a particular day. If this occurs, the Company may require an employee to work on a designated floating holiday and the employee may select another floating holiday. The Company will select the least senior employee to work. The Company will notify the employees by February 28 of each year if they must work on a floating holiday. Employees may designate any remaining floating holidays on 30 days notice throughout the year and they will be authorized on a first come first serve basis at the discretion of management.

- (b) Floating holidays must be taken within the calendar year and cannot be carried forward from one year to the next.
- (c) Floating holidays must be taken in whole days, not in hourly increments.
- (d) The employee must obtain his/her manager's approval before taking a floating holiday.
- (e) There is no payout of unused floating holidays if an employee terminates or transfers to another Siemens company, unless otherwise required by law.

6. Employees who join the Company after June 30 are granted two floating holidays for that calendar year.

7. Employees who are required to work on a fixed holiday as set forth in 8.4 above or a floating holiday as set forth in 8.5 above will receive eight (8) or (10) hours of straight pay (plus shift premium if applicable) for the holiday and double time (plus shift premium if applicable) for hours actually worked.

8. Employees must accurately report time off on regular and floating holidays on their time records.

**ARTICLE 9
PAID TIME OFF (PTO)**

1. At Siemens, time off is an important aspect of our benefits program. PTO is intended to be used for a variety of traditional types of time away from work. These include vacation, sick time, personal business, doctor appointments, emergencies, personal holidays, personal voluntary community service, family time, the waiting period before Short Term Disability, or for any other personal reason. PTO is not used for company designated holidays, jury duty, bereavement leave or any other paid leave of absence.

2. PTO accrual rates

Years of Service	Equivalent 40 hour Weeks (per Full Year)	Hours Accrued Per Pay Period	Maximum PTO Accrual Balance Permitted (in Hours)
0 - <3	4	6.15	160
3 - <10	5	7.69	200
10-<20	6	9.23	240
20+ years	7	10.76	280

3. PTO Scheduling

In an effort to provide for equitable distribution of vacation time among all bargaining unit employees, those with 15 years or more of service will be eligible to elect vacation time in two week increments in order of seniority and shall notify the Company of vacation preference by January 15th each year.

After these employees have elected their preferred two weeks, employees with less than 15 years' service will be allowed to select one week of vacation. The remaining weeks will then be bid on in accordance with seniority.

The Company will provide a preliminary vacation schedule by January 30th each year. Management must be made aware and approve changes to selected weeks. In this instance changes will be placed back out to bid in order of seniority. No Employee should benefit from

another in exchange for weeks.

4. Accumulation and Deferment of PTO

Employees are expected and encouraged to take PTO during the calendar year it is earned. However, because of scheduling conflicts, work requirements, and unplanned illness, it is not always possible. Therefore, employees will be permitted to carry over up to 80 PTO hours remaining in their PTO accounts at the end of the calendar year into the new calendar year. Employees may not under any circumstances exceed the Maximum PTO Accrual Balance set forth above, unless a greater carryover is required by law. Employees, other than those on a leave of absence, may borrow a maximum of 120 PTO hours between the months of January and June each year. If an Employee leaves the Company before accruing the borrowed amount, the Employee agrees to repay the difference in full. Employee will also execute a written authorization to deduct this amount from the final paycheck. If the final paycheck is not adequate to satisfy this obligation, the Employee will pay the Company the difference.

5. PTO Pay Out

- a. Employees upon separation will be paid any accrued but unused PTO based upon their last actual workday.

6. Prior Service

An employee who is rehired by the Company will accrue PTO based on his adjusted service date, except that individually negotiated arrangements which pre-dated this Agreement for bargaining unit members will be honored by the Company.

7. Procedure

- a. PTO is earned and accrued on a pay period basis. Employees who celebrate a

service anniversary that increases their PTO eligibility will begin accruing at the higher rate at the beginning of the anniversary pay period.

- b. PTO must be used in a minimum of one-hour segments with management approval. PTO may be used in a maximum of two weeks except with management approval.
- c. Accrued PTO will be used for the first five (5) consecutive days (waiting period) an employee is absent due to Short Term Disability (STD). This is for each occurrence of illness or injury. After five (5) consecutive days of illness or injury, an employee is responsible for applying for STD, if applicable.
- d. Employees continue to accrue PTO for up to six months while on STD. Employees on STD are not eligible to use PTO, except for the STD waiting period, until they return to work. Employees who do not return to work after a STD absence will be paid all accrued PTO. Should an employee be on STD at the end of the calendar year, they will carryover the maximum allowable number of PTO days as outlined in 9.3.
- e. An employee granted an unpaid leave of absence (except for military leave) must use all accrued paid leave available at the time leave commences. An employee will continue to accrue PTO during a leave of absence as long as the leave is with pay. The accrual will cease after the leave reaches six months or when it is no longer a paid leave, whichever occurs first. In the case of military leave, PTO will continue to accrue during the military leave of absence for up to six months. If the leave ends, and the employee does not return to work, the PTO accrued

during the leave will be paid to the employee.

- f. When all PTO days are used, any additional time off, if approved, will be unpaid and may be considered an unexcused absence unless it is covered by another Company program/policy such as STD, long-term disability, family leave, jury duty, bereavement leave, military leave or company designated holiday, floating holiday, or the absence is protected by federal, state or local law. Unexcused absences may lead to progressive discipline up to and including termination.
- g. PTO Approval: Employees will submit priority PTO for the calendar year by January 15. Service Managers will have preliminary approvals within two weeks of request submission by January 31. Employees may designate any remaining PTO on 30 days' notice throughout the year, and these requests will be authorized on a first come, first serve basis at the discretion of management. Any PTO requests or changes that affect assigned on-call must be handled by the CSE.
- h. PTO must be pre-approved by the employee's manager as outlined above. In situations where an unanticipated emergency requires the employee to take PTO hours, the employee should notify his/her manager of the absence as soon as possible, but no later than one hour before his/her regular start time. Unapproved absences may count as absenteeism and be part of progressive discipline. Employees are expected to manage their PTO usage in a responsible manner, keeping in mind the employee's annual allotment. Each employee is also responsible for accurately recording all PTO. Failure to record time properly may lead to discipline.

- i.** No employee will be required to work while on PTO.

ARTICLE 10
SHORT-TERM DISABILITY

1. The Company will provide income protection for employees in the event of absences due to a non-work related illness or accident of the employee that meets the definition of a “disability” as described below.

2. For purposes of the Plan, “Disability” means a physical or mental condition that prevents an eligible employee from performing all the essential functions of his or her position, with or without reasonable accommodations, for more than seven consecutive calendar days. The disability must be verified by and under the continuous care of an appropriate legally licensed health care practitioner working within the scope of his or her license. The employee must be Actively at Work at the time the disability occurs.

3. Employees are eligible to receive a short-term disability benefit equal to 100% of their salary for disability weeks 2 through 9, and equal to 66-2/3% of their salary for disability weeks 10 through 26, for a period of up to twenty-six (26) weeks, after an initial waiting period of seven (7) calendar days.

4. Employees may use PTO, if any is available, during the initial waiting period, but may not use PTO to supplement the short-term disability benefit. The short-term disability benefit will continue through the approved disability period up to the maximum twenty-six (26) - week duration. Where a state or the federal government provides a periodic cash disability benefit, the amount of the short-term disability benefit is reduced by the government benefit.

5. An employee’s health and welfare benefits in effect immediately prior to his or her “Disability,” will continue at the active employee rates as long as the employee is eligible to

receive benefits under this Plan. The employee will make required premium payments for these benefits through payroll deductions as long as benefits are paid under this Plan. Any unpaid periods will require direct payments to the Siemens Benefits Service Center. If the employee is eligible to participate in the Siemens Savings Plan immediately prior to his or her “Disability,” that eligibility will continue as long as the employee remains employed by a participating employer and the employee’s contributions will be made through payroll deduction from benefits paid under this Plan.

6. If an eligible employee becomes disabled again due to the same or a related cause after returning to work for ninety (90) calendar days or less, the second period of Disability will be considered a continuation of the first. In such case, no 7-day waiting period will be required, and the maximum duration (of benefits) will be extended by the period of time the employee returned to work. Separate periods of total disability resulting from unrelated causes will be considered one period of total disability unless these periods are separated by return to active employment for at least one full day. If an employee returns to work as part of a transitional duty program, this will not be considered a return to active employment for purposes of determining if the employee has successive disabilities.

7. While reviewing an employee’s claim for short term disability benefits, the vendor may request additional information from the employee or the employee’s licensed health care practitioner and/or request the employee to obtain a second opinion from a physician of its choice (at the vendor’s expense), prior to granting approval of short term disability benefits. In addition, the vendor may require the employee to periodically obtain a certification from his/her physician and/or obtain a second opinion from a physician of its choice (at the vendor’s expense)

in order to reconfirm the employee's disability. Failure to comply with the vendor's request for an independent medical exam may result in the termination or suspension of the short term disability benefits.

8. This Plan excludes benefits when you become disabled as the result of a work related illness or injury. If you become disabled due to a work related illness or injury and are receiving Workers' Compensation benefits and then subsequently become disabled due to a non-work related condition, the following will occur:

- While receiving Workers' Compensation benefits, short term disability benefits from this Plan will not be payable.
- If the Workers' Compensation benefit period overlaps with the non-work related disability, you will only be eligible for short term disability benefits from this Plan after Workers' Compensation benefits end.
- The Plan maximum benefit period will begin the date short term disability benefits from this Plan begin.

ARTICLE 11
BEREAVEMENT LEAVE

1. An employee will be eligible for up to three (3) scheduled days of work off without loss of pay (at the employee's regular rate of pay) in the case of death in the immediate family for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters related to the death.

2. Immediate family" shall include: mother, father, stepmother, stepfather, foster parent, spouse, child, stepchild, grandchild, brother, sister, step-brother, step-sister, mother/father-in-law, sister/brother-in-law, grandparent-in-law, grandparents, step-grandparents, and grandchildren.

3. In cases of the death of a spouse, child or stepchild, employees may use any combination of unpaid time off and PTO for up to 30 days leave with no penalty.

ARTICLE 12
MILITARY RESERVE DUTY

1. Bargaining unit employees will follow HC HR-25 Rev 2 Military Leave Policy.
2. HC HR-25 Rev 2 will remain in effect throughout the length of this Agreement.

ARTICLE 13
JURY DUTY

1. Bargaining unit employees will follow HC HR-20 Rev 1 Jury Duty Policy.
2. . HC HR-20 Rev 1 will remain in effect throughout the length of this Agreement.

ARTICLE 14
WORKPLACE CONDUCT

14.1 - DISCIPLINE AND DISCHARGE

1. The Company may discipline and discharge employees who have completed their evaluation period for just cause. Just cause for discipline or discharge may include, but not be limited to, the offenses listed in the Company's Work Rules. The Company may discipline and discharge employees who have not completed their evaluation period without just cause.

2. No employee will be automatically disciplined for failing or refusing a customer-mandated credentialing requirement. The Company will instead engage in an individualized assessment to determine if the basis for excluding the employee from the customer premises and the impact on the business warrants discipline up to and including termination, counseling or no action whatsoever. No employee will be disciplined under this section without just cause or in violation of state law. Employees who test positive for drugs on a customer-mandated drug test will be referred to EAP for counseling and treatment. After completion of counseling and treatment and the employee's release to return to work, the employee will be reinstated and subject to random drug testing for twelve (12) months. If such an employee tests positive for drugs a second time, regardless of the reason for the test, the employee will be disciplined up to and including termination.

3. The Company will make reasonable efforts to notify the Shop Steward about a discharge or discipline before imposition of the penalty. In no event shall this reasonable effort to notify the Shop Steward delay imposition of the discharge or discipline.

4. When an employee receives written notice of discipline or discharge both the employee and the Shop Steward will be given a copy of the written notice.

5. At any investigatory interview between a representative of the Company and an employee during which the information obtained may be used as the basis for disciplinary action against the interviewed employee, a Shop Steward or other Union representative may be present if the employee so requests.

6. At any non-investigatory meeting between a representative of the Company and an employee in which discipline or discharge is to be announced, the employee may request that a Shop Steward or other Union representative be present. In no event shall this delay imposition of the discharge or discipline.

14.2 – GENERAL WORK RULES

The following conduct is prohibited and could lead to discipline, up to and including termination.

1. Breach of confidentiality, including: a) accessing restricted patient records, or other medical records, or other Company records without prior authorization; b) failure to handle patient information in accordance with HIPAA;
2. Verbal rudeness, mistreatment or abuse of co-workers, a customer, or others at a customer's facility;
3. Use of profane or obscene language towards a coworker or in a customer's facility;
4. Immoral conduct or indecency while on duty or on company or customer premises;
5. Assault or battery of anyone while on duty, in a Company vehicle or on the Company's or a customer's premises. "Assault" as used in these rules, shall include threats, insults, verbal abuse or other provocation that could reasonably be expected to lead to physical confrontation;
6. Conviction of any criminal offense for off duty conduct that indicates a threat may exist to other employees or to individuals at a customer location;
7. Possession or use of firearms or any unauthorized restraints or weapons on the Company's or customer's premises, or in the Company's vehicles, or during work hours;

8. Bringing onto or possessing on Company or customer premises any unauthorized, dangerous or hazardous devices or substances;

9. Failure to adhere to a safety standard that could reasonably lead to serious injury to the employee or others;

10. Failure to observe assigned working hours;

11. Theft or attempted theft, misappropriation, misuse destruction or defacing of any property not the employees; Theft shall include removal or secreting of the property of another (including the presence of such property in private vehicles or in locations under the exclusive control of the employee);

12. Falsification or misrepresentation of any record;

13. Omissions of material information on any record;

14. Possession, sale, distribution or use of unlawful drugs or alcohol on the Company's premises or in Company vehicles while on duty;

15. Using another employee's PIN, swipe card, identification badge, keys, password or other property for any reason;

16. Failing to report to work or call in and report an absence for three (3) consecutive days unless the employee is unable to call in as might be the case if the employee was hospitalized because of a serious accident;

17. Insubordination;

18. Loss of, failure to maintain or failure to produce upon request, original evidence of any required certification or licensure for the employees' position;
19. Performing work assignments in an unsafe manner while impaired by alcohol or drugs, whether illegal or prescription;
20. Discrimination or harassment based on race, sex or other statutorily protected category;
21. Wearing inappropriate clothing to work. Employee attire must be professional, clean and neat.
22. Health and Safety Rules – All Federal, State and local laws governing the health and safety of employees shall be observed and are hereby adopted and incorporated as a part of this Agreement as if fully set forth herein.

These work rules are not intended to be all inclusive, but, rather, to serve as examples. The Company reserves its right to discipline employees for other misconduct not expressly specified above. The Union reserves its right to grieve and arbitrate discipline issued under these rules.

14.3 - VIOLENCE-FREE WORKPLACE

1. The Company is committed to working with employees to maintain a workplace free from intimidation, violence or other types of aggressive or disruptive behavior. A safe and violence-free working environment will minimize risk of personal injury and damage to Company property.

2. This provision covers all employees on Company premises, in vehicles owned or leased by the Company, at customer or vendor sites, or at Company meetings and trade shows.

3. Violence, threats of violence, harassment (including harassment based on an individual's sex, race, age or any other characteristic protected by federal, state or local law), intimidation, aggressive or other disruptive behavior will not be tolerated within the Company.

4. Such behavior can include oral or written statements (made directly or via telephone, e-mail or other electronic means).

5. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from Company premises, including buildings and parking lots. In cases of reasonable suspicion of possession of these items, the Company has the right to search Company vehicles, backpacks, briefcases or purses during working hours. However, any search will be conducted when feasible with a third party present.

6. Employees who are exposed to violent or threatening behavior should try to avoid physical confrontation with the offending person(s) and immediately contact a supervisor or Human Resources.

7. Retaliation, intimidation or discipline as a result of reporting such behavior under this guideline is prohibited.

8. Disciplinary action may be taken against anyone who knowingly makes a false, misleading or malicious claim under this policy.

9. When appropriate, other Company personnel and/or law enforcement officials may be involved.

10. If an investigation concludes that an employee has committed violent or threatening behavior, the Company will take prompt, appropriate actions, including disciplinary action.

14.4 - DRUG-FREE WORKPLACE

1. The Company believes that substance abuse impacts the work environment, impairs job performance and undermines customer confidence in the Company's products and services. The Company is committed to providing employees with a drug-free workplace.
2. The following definitions apply:
 - a. *Drug-free workplace* - The area where employees work will be free from the use, manufacture, distribution, sale or possession of illegal drugs, inhalants, controlled substances or alcohol.
 - b. *Substance abuse* - Under the influence of, or affected by, illegal drugs, inhalants, controlled substances or alcohol while on Company premises.
 - c. *Illegal (Illicit) drug* - Any substances which are unlawful to possess under either state or federal law and controlled prescription drugs that have not been lawfully prescribed for the individual using or possessing them.
 - d. *Alcohol* - Any intoxicating liquid including beer, wine, whiskey, vodka, gin, or other fermented or distilled beverage.
 - e. *Company premises* - is used in its broadest sense and includes all buildings, structures, property, land and vehicles in control of the Company or provided by the Company to employees, whether leased or owned by the Company and customer sites where an employee is conducting business for the Company.
3. Employees will not use, possess, distribute, manufacture or be under the influence of illicit drugs, or possess drug paraphernalia, while at work or on Company premises.

4. Prohibited conduct is not to take place while on duty, even when an employee is on Company-paid travel time or conducting Company business.

5. The presence of alcohol in the workplace is generally inconsistent with effective business operations. Unsealed containers of alcohol or alcoholic beverages are not permitted on Company premises or within Company property. Any exceptions must be approved in advance by the Company. In addition, employees may not report for work, or perform Company business, while under the influence of alcohol. The employee may be considered "under the influence" in violation of this policy, if job performance is adversely affected or the employee meets the locally applicable legal definition of intoxication for the purposes of driving.

6. The Company provides an Employee Assistance Program (EAP) for use by employees and their immediate families. The EAP can provide a valuable benefit to employees in the way of counseling and/or referral for problems involving alcohol and/or substance abuse. Employees with such problems are encouraged to use services provided by the EAP or elsewhere on a voluntary basis. An employee's decision to voluntarily seek assistance will not be used as the basis for disciplinary action.

7. To comply with the Drug-Free Workplace Act of 1988, employees are required to notify the Company within five days of any workplace-related criminal drug conviction for conduct occurring in the workplace or during any Company-related activity or event. The Company, in turn, is required to notify the federal government within ten (10) days after receiving notice of any such convictions.

8. The Company recognizes that employees may occasionally use, or be prescribed, legal drugs that may result in impairment. Employees may not work while impaired by the use

of legal drugs, including marijuana, if the impairment might endanger the employee or others, pose a significant risk of damage to Company property, or substantially interfere with the employee's job performance. Such employee should stay at home and use PTO or time without pay, or may contact Human Resources to determine eligibility for an unpaid leave of absence.

9. The use, manufacture, distribution, sale or possession of illegal drugs, inhalants, controlled substances or alcohol is prohibited on Company premises, including parking lots or other work environments; provided that nothing herein prohibits employees from legally transporting legally obtained substances in Company vehicles. Employees who engage in any of these prohibited activities are subject to disciplinary action.

10. The Company will test for drugs or alcohol under the following circumstances:

a. When the Company has a reasonable basis for believing that an employee is using or under the influence of illegal drugs or alcohol on the Company Premises as defined herein or during work hours or break periods.

b. When an employee has been involved in, caused or contributed to an on the job accident that has resulted in personal injury or damage to company property.

c. On a return to work and follow-up basis following education or treatment for illegal drugs or alcohol or as a result of a positive drug or alcohol test.

d. As part of a scheduled fitness for duty evaluation.

A refusal to take a test or an attempt to tamper with, adulterate, dilute, or substitute test samples will be treated as a positive test result, as will a failure to cooperate with the testing

process, the failure to appear for a test, the failure to provide a valid specimen, and failure to follow directions of the individuals administering the test.

The Company's testing will comply with all federal, state and local laws. All information gathered in the testing process will be deemed confidential and only positive test results will be reported to the Company. Consumption of alcohol and marijuana, where legal, is permitted off site during non-working hours, so long as it does not result in impairment during working hours. The use of legal prescribed drugs consistent with the prescription is permitted. However, the use of alcohol, marijuana and prescribed medications is not permitted if it impairs an employee's ability to perform job functions or to work safely.

An employee who tests positive for drugs and alcohol will be referred to EAP for counseling and treatment. After completion of the counseling and treatment, and the employee's release to work, the employee will be reinstated subject to random testing and return to work testing monthly for twelve (12) months. If an employee tests positive for drugs and alcohol for a second time, regardless of the reason for the test, the employee will be terminated.

Employees are subject to searches if the Company has reasonable cause to believe an employee has violated this Article. Such searches include car, toolbox, computer bag, purses, and backpacks. When feasible, the Company will have a third person present for the search.

14.5 – HUMAN RESOURCES POLICIES

- The Union and the Company agree to abide by the current Company policies and programs in the AskHR database for Siemens Healthineers unless this Agreement provides otherwise. If these provisions are updated by the Company during the term of this Agreement, the Company will provide the Union with 60 days notice, explain the changes, and thereafter they will be binding upon the Union.

ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURE

1. For the purpose of this Agreement, a “grievance” is defined as any complaint or dispute arising out of the interpretation or application of a specific Article and Section of this Agreement during the term of this Agreement or extensions of it. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

2. A grievance shall be filed by the Union or by the Company. When an employee has a grievance, the employee or his designated union representative/steward must first consult his or her immediate supervisor or another member of management so long as the Union has been provided an opportunity to be present and any adjustment of the grievance is not inconsistent with this Agreement. If the grievance is not resolved, the parties will follow the procedure outlined below.

3. A grievance shall be presented as follows:

Step One: A grievance must be presented initially at Step One in writing within twenty (20) calendar days after the occurrence of the facts or circumstances constituting the grievance. The grievance may be submitted by e-mail or fax, with a formal grievance form submitted within 48 hours thereafter. The grievance will be discussed by the Shop Steward, the employee and the Service Manager not later than five (5) calendar days following the date of the grievance. This discussion may be by telephone. The Service Manager will give his written answer to the Shop Steward within twenty (20) calendar days after the date of the discussion.

Step Two: If the grievance is not resolved at Step One, the Step Two grievance shall be presented in writing to Human Resources within twenty (20) calendar days after the date of the written Step One answer. The grievance will be discussed by the employee, Human

Resources and the Union Representative not later than five (5) calendar days following the date of the Step Two grievance. This discussion may be by telephone. Human Resources shall give his/her written answer to the Union within twenty (20) calendar days.

Step Three: If agreement is not reached at Step Two, the Union may, within fifteen (15) days after the date of the Company's Step Two decision, file the grievance for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service (FMCS) arbitration division with a copy of such demand to the Company.

4. The Company shall not be held to have waived procedural arbitrability by not raising it during the grievance procedure if, at least ten (10) days prior to the arbitration, the Company notifies the Union that it intends to raise procedural arbitrability at arbitration. The hearing on arbitrability shall be held on the same day the hearing on the merits is scheduled.

5. (a) The parties will strike arbitrators, with the first party to strike determined by a coin toss. The remaining arbitrator will be selected for the hearing. Either party may reject up to two panels of arbitrators submitted by FMCS. If this occurs, the parties must select the arbitrator from the third panel.

(b) The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The jurisdiction of the Arbitrator shall not exceed the specific Section(s) and Article(s) of the Agreement listed in the Grievance Form concerning the facts of the particular grievance presented. The Arbitrator shall be without authority to decide matters specifically excluded or not included in this Agreement. If the Arbitrator issues an award that provides a monetary remedy, it may only cover the period beginning on the date the grievance is filed through the period when the Arbitrator issues his or her decision.

(c) The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.

(d) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(e) Unless the parties agree otherwise, arbitration hearings will take place in the Portland, Oregon Metropolitan area.

(f) The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, shall be shared by the parties. No party shall pay any fees owed to the other party's own representatives and/or wages to the other party's witnesses or Shop Stewards for time lost.

(g) In the absence of mutual consent of the parties, there shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same Arbitrator.

6. Failure of the party presenting the grievance to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties.

7. A written waiver of the time limitations by either the Company or the Union in one or more instances shall not be considered by an arbitrator in determining procedural arbitrability.

8. The grievant and a Shop Steward have a right to attend arbitrations. The Union will inform the Service Manager and the Customer Care Center two weeks in advance of the date of the Arbitration of the names of employees whom it requests be released to testify as witnesses

at an arbitration. The Company will use reasonable efforts to schedule those employees so that they will be available to testify at the arbitration hearing.

9. The Company recognizes the Union's right to conduct a reasonable investigation of the circumstances surrounding a grievance.

10. The Parties shall share the cost of the written transcript.

11. Failure by the Company to meet to discuss the grievance(s) or provide a written response to the grievance within the specified time limits set forth above shall be deemed a denial thereof and the Union will proceed to the next step of the grievance procedure.

ARTICLE 16
EVALUATION PERIOD

Up to nine (9) months for a newly hired or rehired employee, discounting any absence from scheduled work time, shall be considered an evaluation period. The Company shall evaluate an employee during the evaluation period and may, except as provided in the last sentence of this article, in its sole discretion terminate the employee's employment, at any time, with or without advance notice to the employee or the Union. Any other question in connection with the discipline, demotion, or discharge of an employee during this evaluation period can only be submitted to Step One of the Grievance Procedure and is specifically excluded from the Arbitration Procedure outlined in Article 15.

ARTICLE 17
WAGES AND OTHER COMPENSATION AND PROMOTIONS
17.1 - WAGES

1. Job Classifications

There will be six job classifications in the bargaining unit: Customer Service Associate, Field Service Tech 1, Field Service Tech 2, Field Service Tech 3 and Field Service Tech 4, Field Service Tech 5. Each job classification shall have a target market range, with a low, a mid-point and high. The target market ranges (TMR) for each job classification will not be decreased during the term of this Agreement, and will be increased in accordance with what the Company changes the ranges for the non-represented CSE population. The initial ranges are:

Job Classification	TMR – Low	TMR – Mid	TMR – High
CSA	\$46,656	\$58,320	\$69,984
Field Service Tech 1	\$53,568	\$66,960	\$80,352
Field Service Tech 2	\$62,208	\$77,760	\$93,312
Field Service Tech 3	\$72,576	\$90,720	\$108,864
Field Service Tech 4	\$83,808	\$104,760	\$125,712
Field Service Tech 5	\$96,768	\$120,960	\$145,152

Employees whose base wage rate is below the midpoint of the TMR as January 2023 will receive a one-time equity adjustment to their base pay beginning in the first paycheck following the ratification of the contract to bring them to the midpoint. The purpose of the equity adjustment is to bring employees up to the midpoint of the TMR, but not to exceed the midpoint of the TMR, the minimum equity adjustment is \$1000 and the maximum equity adjustment is \$6000.

2. Merit Increases

Merit increases will be based upon ratings received by employees in their annual performance appraisals. The Company will use the same appraisal tool currently used for the non-represented population throughout the duration of this Agreement. The Company will inform the union of the metrics and other factors employees will be rated on by December 31st of each year. No employee's appraisal will be downgraded for performing requested overtime work. The Company will designate, at its sole discretion, merit increases as set forth below.

Results Rating	Merit Pay Increase	Base Increase
1	0%	0%
2	0%	2.00%
3	1.75%	2.00%
4	2.25%	2.00%
5	2.50%	2.00%

3. Arbitrability

The Company's decisions regarding performance appraisal ratings and the specific merit increases set forth above are final and binding. The Union may grieve, but may not arbitrate such decisions unless the Company departs from the metrics and other factors given to the Union by December 31st each year and rates employees on new metrics or other factors. In such case, the Union may grieve and arbitrate such performance appraisal ratings.

4. Lump Sum Increases

If an employee's merit increase would cause the employee's wage to exceed 20% of the high range of the TMR for the employee's job classification, then the employee will receive the amount of the increase which exceeds the high range in a lump sum amount or the yearly merit increase at the discretion of the employee's Regional Service Manager.

5. Training Rate

The Company and the Union agree to meet to discuss the wage structure of any training program involving pay outside of the normal ranges of this contract prior to implementation.

17.2 - VARIABLE PAY BONUS PLAN

1. Bargaining unit employees will participate in the USA Annual Incentive Plan for the life of the contract and will be subject to the guidelines documented in the USA Annual Incentive Plan Administration Rules.

2. The Company may at any time, after notice to the Union, amend, suspend or terminate the Plan or any part of the Plan, including Administrative Rules or part of the Administrative Rules so long as such change is implemented for the Company's non-represented employee population.

3. Awards will be paid in accordance with the USA Annual Incentive Plan Administration Rules which will be provided to the Union.

17.3 – OTHER BENEFITS

1. Employees on extended business travel of four (4) weeks or longer shall be allowed one (1) reimbursable trip home after the second week. Travel home shall not, however, interfere with any scheduled training or other obligations.
2. Employees will be reimbursed for internet charges consistent with current IMCP policies and practices.
3. Employees will be charged a personal use fee for company vehicles consistent with current IMCP policies and practices, except that any increases above \$180 per month will be subject to bargaining.

17.4 - PROMOTIONS

1. The Company will make promotion decisions at its sole discretion. Promotions will be made in conjunction with the Zone monthly review process. When an employee is promoted to a higher CSE job grade, the employee will be paid the “target low” salary for the applicable job grade or receive a five percent (5%) pay increase, whichever amount is higher, in addition to any other merit increases the employee is receiving.

2. The Company’s promotion decisions may be grieved, but the Union may not arbitrate them.

17.5 – WAGE ADMINISTRATION

Employees shall be paid biweekly on a lag by direct deposit.

ARTICLE 18
MEDICAL AND PENSION BENEFITS

18.1 - HEALTH AND WELFARE BENEFITS

1. The following health and welfare benefits shall be the full and exhaustive benefit package offered to bargaining unit employees:

- a. Medical insurance
- b. Dental insurance
- c. Vision insurance
- d. Basic Life insurance
- e. Supplemental Life insurance
- f. Personal Accident insurance
- g. Long-term Disability benefits
- h. Health Care Flexible Spending Account
- i. Dependent Care Flexible Spending Account
- j. Spouse Life Insurance
- k. Dependent Child Life Insurance
- l. Employee Assistance program
- m. Financial Planning benefit

2. Employees shall be eligible to elect from the same benefit plan options as the Company's non-represented CSE population. Benefit Plan options may be added or eliminated depending on costs of the plan and the benefits provided at the Company's discretion. The Company shall retain the right to design its health and welfare benefit package and to modify any of the benefits listed above so long as any changes are applicable to the Siemens non-represented CSE population, provided the Company agrees not to change any cost sharing arrangements specified herein for the duration of this Agreement. The Company will give the Union sixty (60) days advance notice of any change occurring during the term of this Agreement. The Union agrees that after providing such notice, the Company may unilaterally change its health and welfare benefit plans as mentioned.

3. Contributions for the medical and dental plan options will be the same as the contributions determined for the Company's non-represented CSE population except that the Company agrees that the employee's share of the cost of medical coverage will be no more than 25% of the Company's premium equivalent cost of medical coverage. Employees are responsible to pay for the difference between the amount of the company contribution and the full premium equivalent cost of the health and welfare benefit options and coverage levels that they elect (Annual Employee Contributions) subject to the limits specified above. The Annual Employee contribution will be divided by 26 payrolls (or such other payroll frequency in effect), and the Union authorizes the Company to deduct automatically such amounts from each employee paycheck.

4. All applicable Plan documents for any such benefit are expressly incorporated by reference into this Agreement and shall be controlling as to such health and welfare benefits and shall be superior to any provision in this agreement. A hard copy of the Summary Plan Description for the health and welfare benefits has been provided to the Union. Bargaining unit employees may also access the Summary Plan Description online or request a hardcopy from the Siemens Benefits Service Center. These documents contain the benefit restrictions, limitations, extensions and conversion provisions and are incorporated by reference. Any changes to the Plan as reflected in future Summary Plan Descriptions, Summary Material Modifications or other notices to employees are enforceable, except as noted below.

5. Any dispute concerning any benefit set forth above shall be governed by the applicable benefit plan document and any dispute resolution or appeal procedure set forth in the applicable benefit plan document shall be the sole and exclusive procedure applicable to such

benefit, including any remedy or remedies contained in the plan or procedure. Conversely, the grievance and arbitration provisions in this Agreement shall be inapplicable to such benefits and no arbitrator shall have jurisdiction to hear any grievance or other dispute concerning these benefits.

6. Where a benefit is provided by a third party provider, the Company's sole obligation under this Agreement shall be to forward the monies agreed to in this Agreement to the appropriate benefit provider.

18.2 - RETIREE COVERAGE UNDER GROUP LIFE INSURANCE, MEDICAL, DENTAL, VISION AND HEARING PLANS

1. Retired bargaining unit employees who are under age 65 and satisfy the eligibility requirements in the Retiree Portion of Group Life Insurance, Medical, Dental, Vision and Life Insurance (“the Retiree Plan”) may obtain “access only” benefits pursuant to the terms of the Retiree Plan, which is incorporated by reference into this Agreement. “Access only” means eligible employees are responsible for paying 100% of the cost of post-retirement health coverage, but are able to take advantage of the Company’s negotiated group rate for coverage. There are no benefits available under this plan for bargaining unit employees who are age 65 or older. This plan document is controlling as to retiree health and welfare benefits and is superior to any provision of this Agreement except as set forth in this Article. A hard copy of the Retiree Plan has been provided to the Union. Bargaining unit employees may also access the Summary Plan Description on line.

2. During the term of this Agreement, the Company shall retain the right to modify or terminate any benefits in the Retiree Plan, to change benefit providers and to change associated costs to retirees under age 65 so long as any changes are applicable to the Siemens non-represented CSE retiree population. The Company agrees to give the Union sixty (60) days notice of any change occurring during the term of this Agreement. The Union agrees that after providing such notice, the Company may unilaterally change the Retiree Plan, including changes to the cost of such plan’s benefits and the amount of retiree contributions without bargaining.

3. Any dispute concerning any benefit set forth in the Retiree Plan shall be governed by the Retiree Plan’s claim and appeal procedure, which shall be the sole and exclusive procedure for resolving the dispute. Conversely, the grievance and arbitration provisions in this

Agreement shall be inapplicable to such retiree benefits and no arbitrator shall have jurisdiction to hear any grievance or other dispute concerning these benefits.

18.3 - PENSION

Bargaining unit employees who participated in the cash balance pension plan at either the S200 or S400 levels before the Cash Balance Pension Plan was frozen will keep the benefits they earned, and such benefits will be payable upon retirement and termination according to existing plan rules. While the Company will no longer make additional pension pay credits for employee cash balance accounts, bargaining unit employees will continue to receive interest credits on their cash balance accounts each month. A list of those employees who participated in the Cash Balance Pension Plan is attached in the Appendix. This list also identifies whether the employee was participating at the S200 or S400 level. No bargaining unit employees participated in the Final Average Pay Plan before this plan was frozen.

18.4 - SAVINGS PLAN

1. Bargaining unit employees will participate in the Siemens Medical Solutions USA, Inc. Savings Plan pursuant to the terms of that Plan, which is incorporated by reference into this Agreement. This plan document is controlling and is superior to any provision of this Agreement except as set forth in this Article. A hard copy of the Siemens Medical Solutions USA, Inc. Savings Plan has been provided to the Union. Bargaining unit employees may also access the Summary Plan Description on line. Any changes to the Savings Plan as reflected in future Summary Plan Descriptions posted on line are enforceable only if permitted by paragraph 3 below.

2. The Company will contribute one dollar for every dollar contributed by each employee each pay period into the Plan until the employee has contributed a maximum of six percent (6%) of the employee's pay for the pay period.

3. In addition to the contributions in paragraph 2 above, the Company will make service based contributions to the Siemens Savings Plan for Union Employees on behalf of bargaining unit employees who participated in the Cash Balance Pension Plan at the S200 or S400 levels at the rates set forth below.

S200	
Years of Vesting Service	SBCC as a Percent of Compensation
0-4	0%
5-9	0%
10-14	0%
15-19	1%
20-24	2%
25-29	3%
30+	4.5%

S400	
Years of Vesting Service	SBCC as a Percent of Compensation
0-4	1%
5-9	2%
10-14	3%
15-19	5%
20-24	7%
25-29	9%
30+	12%

These service based contributions for each calendar year will be credited to employee accounts by March 31 of the following year.

4. The Company will not modify the contribution rates in paragraphs 2 and 3 above during the term of this Agreement. The Union agrees that the Company has complete discretion to modify all other provisions of the plan including the administrative and operational provisions of the Plan, such as adding or subtracting investment options, during the term of this Agreement without bargaining with the Union, so long as any such modifications are applicable to the Company's non-represented CSE population participating in the savings plan. The Company will give the Union sixty (60) days advance notice of any change occurring during the term of this Agreement. The Union agrees that after providing such notice, the Company may unilaterally change the administrative and operational provisions of the Savings Plan (but not employee contribution rates) without bargaining.

5. Any disputes regarding benefits provided under the Siemens Medical Solutions USA, Inc. Savings Plan will be governed by the Plan's claim denial and appeal procedure, which is the sole and exclusive procedure for resolving such claims. The grievance and arbitration provisions in this Agreement shall be inapplicable to such claims and no arbitrator shall have jurisdiction to hear a grievance or other dispute concerning these benefits.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 - SMOKING

1. The company recognizes its responsibility to maintain a safe and healthy work environment, free of the hazards of tobacco smoke.

2. Smoking of any tobacco products, as well as the use of smokeless tobacco, is prohibited in all Company facilities. Employees must comply with all customer smoking policies when on a customer site. Local procedures may permit smoking in designated areas outside the facilities, well away from employee/customer entrances.

3. At locations where an exterior smoking area has been designated, employees are responsible for ensuring that tobacco waste is disposed of in appropriate receptacles. Smokeless tobacco waste must be secured in a durable container with a tight-fitting lid. Dropping tobacco waste or disposing of smokeless tobacco on the ground or in an open container is a violation of this policy.

19.2 - TOOLS AND DRESS

1. All tools and test equipment required for work covered by this Agreement shall be supplied by the Company. Each employee shall be responsible for maintaining the tools and test equipment so supplied in good and complete condition, ordinary wear and tear and loss by theft excluded. In the event the loss is a result of theft, the employee must inform the Service Manager as soon as possible. When the Service Manager is notified, he will inform the employee whether the employee should file a police report. In the event the employee is requested to file a police report, the employee must submit a copy to the Company.

2. Employees are responsible to ensure that test equipment is calibrated in accordance with the vendor's requirements and procedures. In the event that test equipment requires calibration, scheduled or otherwise, the employee must inform the vendor with whom the Company has contracted to service the test equipment and comply with that vendor's procedures to ensure that the test equipment is calibrated. With respect to scheduled calibration, the Company will urge its vendor to send timely notice of the need for scheduled calibration and any changes in its requirements and procedures to employees, provided however, that employees will remain ultimately responsible for ensuring that test equipment remains calibrated.

3. All purchases of tools and test equipment must be pre-approved by the Service Manager. In the event the tool or test equipment which must be purchased is needed outside of regular business hours, the employee must make a good faith effort to contact the Service Manager on duty at the time for approval. If a Service Manager cannot be reached, the employee may purchase necessary tools or test equipment only where the needs of the customer require that the equipment be purchased immediately.

4. The Company shall provide all tools and Personal Protective Equipment (PPE) required to safely work on all equipment as required by applicable Siemens Safety Policies and federal safety standards.

5. Where employees are required to wear Siemens branded clothing, the Company shall provide an annual allotment of shirts consistent with Company practice. Employees shall be responsible for keeping the provided clothing in good order.

ARTICLE 20 – SAVINGS

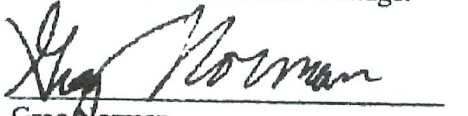
Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect. The parties agree to promptly renegotiate any part or provisions in this Agreement rendered or declared invalid.

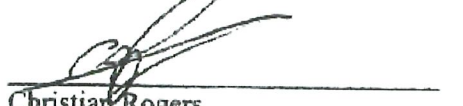
**ARTICLE 21
TERM OF AGREEMENT**

This Agreement shall remain in full force and effect through January 31, 2023. Sixty (60) days prior to expiration either party may notify the other party in writing of its desire to negotiate a new agreement. Unless such notice is given, this Agreement shall continue for an additional twelve (12) months. If no new agreement is arrived at by 11:59 p.m. July 31, 2026, this Agreement may be extended by mutual agreement of both parties pending continued negotiations so long as mutually agreeable.

IBEW LOCAL UNION 48


Garth Bachman
IBEW Local 48 Business Manager

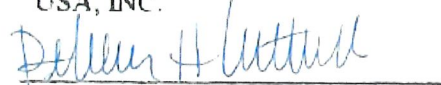

Greg Norman
Union Negotiating Committee Member



Christian Rogers
Union Negotiating Committee Member



Sang Son
Union Negotiating Committee Member



Fabian Norman
Union Negotiating Committee Member

**SIEMENS MEDICAL SOLUTIONS
USA, INC.**


Rebecca H Luttrell
Vice President Labor Relations


Jean Kelly
Human Resources Business Consultant


Gary Doran
Regional Vice President


Jon Matthews
Zone Vice President

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

June 13, 2024

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.