

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SIEMENS MEDICAL SOLUTIONS USA, INC.**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL UNION 2222**

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**ARTICLE 1**  
**UNION RECOGNITION AND GENERAL TERMS**

**1.1 - RECOGNITION**

1. Siemens Medical Solutions USA, Inc. (“the Company”) recognizes IBEW Local Union 2222 (“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 at its Boston District, 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, the “Boston District” shall be defined as Bargaining Unit employees in the following geographic service areas:

Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, except for nuclear medicine employees in Fairfield and New Haven Counties where such employees are already represented by IBEW Local Number 3 and except for nuclear medicine employees in New York in the counties of Rockland, Orange and Putnam, where such employees are already represented by IBEW Local Number 3 and also in the counties of Sullivan, Delaware, Schohorie, Schenectady, Saratoga, Warren, Essex, Clinton, Washington, Renssalaer, Albany, Columbia, Greene, Ulster and Dutchess.

## **1.2 - 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 sole 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; provided that the Company is free to change rules of conduct, as set forth in Article 15.1, Discipline and Discharge, paragraph 6, after notice to the Union and subject to the Union's right to arbitrate the reasonableness of the amended rule.

### **1.3 - BARGAINING UNIT WORK**

1. Except as set forth below, nonbargaining unit employees shall not perform “Bargaining Unit Work.” Bargaining Unit Work is defined as performing emergency, warranty and maintenance service on Company and other OEM multi-vendor medical equipment.

2. Bargaining Unit Work may include the assembly and installation of Company equipment, the wiring of such equipment or the initial internal modifications and initial calibration of such equipment.

3. The Company may use nonbargaining unit employees for the purpose of service work. The work performed by the nonbargaining unit employee will be restricted to the specific service work.

4. The Company may use foreign employees working in the United States to perform Bargaining Unit Work so long as the foreign employee performs such work for less than six (6) months and so long as there are no qualified laid off employees eligible for recall who can perform the work.

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

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

**ARTICLE 2  
UNION AFFAIRS**

**2.1 - UNION SECURITY**

1. Any employee who is a member of the Union on the date of this Agreement shall, as a condition of employment, maintain his membership in the Union. Any employee who is not a member of the Union on the date of this Agreement shall become a member of the Union thirty (30) days following the date of the Agreement or date of employment, maintain his Union membership. 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 UNION STEWARDS**

1. The Union shall have the right to appoint up to three (3) Stewards from the Bargaining Unit, who will act as agents and representatives of the Union.
2. A Steward may not perform Union duties or communicate with employees, the Union, or representatives of the Company concerning Union business on working time without first obtaining the permission of the Service Manager, but may engage in such activities when the Steward and the employee with whom the Steward is dealing are on non-work time. The Company will not compensate Stewards while performing duties on behalf of the Union.
3. Stewards shall generally be responsible for the investigation and presentation to the Company of employee grievances in accordance with the provisions of this Agreement.
4. One Steward shall have superseniority for purposes of layoff for lack of work.
5. The Union shall supply to the Company, in writing, the names of the Stewards (designating the Steward with superseniority pursuant to Section 4 above). The Union will promptly notify the Company of all Steward changes.



### **2.3 - CHECKOFF**

1. The Company will check off 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. Such deductions shall be made to cover the dues or initiation fees for the current month.

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 (10<sup>th</sup>) day of each month, submit to the Company individual authorizations for new members. The Company shall before the fifteenth (15<sup>th</sup>) day of each month remit the sum total of dues to the Financial Secretary of the Union at 1137 Washington Street, Dorchester, Massachusetts 02125. 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.

## **2.4 REPORTING**

Every other Monday coinciding with the beginning of each pay period, the Company will provide a report on all active bargaining unit employees, including their name, hire date, pay rate, and contact information (work cell phone number, work email address, home address, and if available, personal cell phone number, home phone number, and personal email address). The report will be emailed to the Union's Business Manager, the Business Manager's designee, and the Shop Stewards.

**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.

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; 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 free of any liabilities of this Agreement.

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.

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 investigate all allegations of discrimination or harassment covered by this Article pursuant to the Company's "Internal Investigation Guidelines", which is incorporated by reference in this Agreement and reprinted in the attached appendix. The matter will receive prompt attention.

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 16, 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 vacation (but not vacation 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 5 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-union 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 16, 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. 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 a 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 one 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 Monday through Saturday and shall normally consist of five (5) consecutive eight and a half (8.5) hour days, with one-half (1/2) hour for lunch, which is unpaid.

3. The first shift shall be defined as a shift which begins between 6:30 a.m. and 8:30 a.m. or at 10 a.m. and ends 8.5 hours after the start time. The Company shall first solicit volunteers for the 10 a.m. start time. If there are insufficient volunteers suitable for the assignment, the Company may assign employees as needed. In both cases assignments will be made based upon seniority and the needs of the business. Second shift shall be defined as a shift which begins between 12:30 p.m. and 3:00 p.m. and ends 8.5 hours after the start time. Third shift shall be defined as a shift which begins between 10:00 p.m. and 12:00 midnight. The Company may hire any employee after October 1, 2018 for a Tuesday – Saturday shift. The Company may also solicit volunteers hired before October 1, 2018 for a Tuesday – Saturday shift.

4. Employees shall keep their cellphone and eVO device on at all times during working hours. In addition, employees must be job ready and must turn on their cellphones and eVO device sixty (60) minutes before their scheduled 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 (i.e., vacations, holidays, sick days, and bereavement time) 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 for work performed Sundays plus shift differential if applicable.

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 reasonable 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, 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) consecutive hours in a day shall be provided two (2) fifteen (15) - minute rest breaks: one in the first half of the shift and one in the second half of the shift. 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 be deployed to or complete an assignment because of illness, fatigue or other reasons, the employee should notify his/her Service Manager immediately and will be permitted to reject the call or leave from an existing assignment 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, 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.

## **6.2 - SHIFT DIFFERENTIAL AND SHIFT STAFFING**

1. Employees who start at 10 a.m. will receive a ten percent (10%) shift differential above the daily basic wage rate. 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. Employees assigned to a Tuesday – Saturday shift will receive a five (5%) shift differential above the daily basic wage rate as long as the employees are assigned to the Tuesday – Saturday shift.

2. Paid absences of a brief duration, including PTO, sick leave and holidays, include the shift premium. Neither short-term nor long-term disability payments will include the shift premium.

3. The Company may hire employees specifically for the second or third shift as their regular shift. If the Company needs additional personnel, the Company will solicit volunteers for second or third shift assignments. 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 were hired by Siemens after January 1, 2005. If additional employees are needed, the Company shall next consider the needs of the customer, seniority, modality proficiencies, skills, training and performance.

4. 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.

5. For employees who were specifically hired for the 10:00 a.m. start time, the second or third shift or were hired after January 1, 2005 such assignments may be indefinite. For all other involuntary assignments to a 10:00 a.m. start time, second or third shift, rotations will last for three (3) months, however, either party may request negotiations regarding the length of rotations for second or third shift assignments during the term of this Agreement if three (3) month rotations prove unworkable. Employees who volunteer for the 10:00 a.m. start time, second or third shift must give a minimum of four (4) weeks' notice to get off the shift.

6. When a vacancy occurs on a shift, an employee on a different shift may apply for the vacancy and will be considered for the position. The Company will review the employee's seniority, geography, modality, performance, and the needs of the business in analyzing the employee's application.

7. Voluntary Extended Hours Shifts

a. The Company may request volunteers to work 4x10 or 3x12 shifts when dictated by the needs of the business. No employee may be forced to work such shifts. Any employee who accepts a 4x10 or 3x12 who no longer wishes to work it, may return to the employee's previously assigned shift after reasonable notice to the company.

b. Employees working 4x10 will receive overtime after 10 hours in a day or 40 hours in a week. Employees working 3x12 will receive overtime after 12 hours in a day or 36 hours in a week. Employees working 3x12 will receive the equivalent of a full week's base pay for a regular shift, and the overtime rate will be based on a 40 hour work week.



c. Employees working 4x10 or 3x12 will receive the same paid holidays as all other CSE's. If the holiday falls on a day the employee is scheduled to work the employee will receive 10 or 12 hours pay as appropriate. Otherwise the employee will receive 8 hours pay for the holiday.

d. Employees working 4x10 or 3x12 will work first shift and not receive a differential but if the schedule includes both Saturday and Sunday, the employee will receive a 15% shift premium for the entire week.

e. PTO is accrued by the hour per pay period and used by the hour per Article 9. To take a full day off an employee must use enough hours to cover the entire shift.

### **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. 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 three (3) months in advance so employees may make arrangements to be available for the standby assignment. Employees may 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/her standby assignment and to inform the Service Manager.

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 except for the week before a Monday holiday in which case standby runs until 8:30 am Tuesday. 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. 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 Standby CSE can be dispatched for level one, emergency hard down systems and also level two non-scheduled service calls, where a customer ability to perform exams is reduced. The standby CSE will not be dispatched for preventative maintenance, modifications or

level two calls where a customer's ability to perform exams is not reduced unless: 1) for preventative maintenance or a modification, the service was previously scheduled twenty-four (24) hours in advance with a customer and during the day the service was scheduled to occur the CSE assigned to perform the work becomes unavailable; 2) for level two calls where a customer's ability to perform exams is not reduced, during the day the service was scheduled to occur the CSE assigned to perform the work becomes unavailable; (3) the customer has a CentriCare contract. If a volunteer or a shifted employee is available in the Maintenance Planner Group Area, such CSE will be dispatched before the standby CSE. 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. Employees do not receive a shift premium while on standby or when an employee is called into work from standby. 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, 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 of \$125 per night without Service Manager approval. If the room rate exceeds \$125 per night, the employee must obtain Service Manager approval for the expense.

6. The following is not considered time worked while traveling on Company business:

a. During the employee's regular work week, the first forty-five (45) minutes of travel time between home or hotel/motel and first job site, airport or other public transportation terminal before the employee's regular work shift begins and forty-five (45) minutes to return to home or hotel/motel from last job site, airport or other public transportation terminal if such travel occurs after the employee's regular shift ends.

b. Mealtimes, except for meals taken on an airplane, train or bus.

7. Employees must accurately report travel time and mealtimes on their time records.

## 6.5 LEADPERSONS

The Company shall designate leadpersons as it deems necessary from the Grade I job classification, subject to the employee's acceptance of such assignment. This designation is not subject to this Agreement's grievance and arbitration provisions. Leadperson positions are not permanent. Either the Company, the Union or the employee may terminate the position at any time for any reason. Leadpersons shall, in addition to performing their regular and customary job duties, assist in scheduling vacation, recommend training for each employee in the Leadperson's modality, conduct site assignment cleanup, which includes workload related database management, and conduct a weekly conference call to review problems and issues and identify solutions and best practices as well as:

- Provide technical assistance and support to a designated group of CSEs, act as a go-between to an assigned group of CSEs and service management on topics related to technical issues;
- Share product knowledge and expertise with designated CSEs;
- Recommend training or development for designated groups;
- Investigate repeat calls to determine reasons for unresolved issues.

Leadpersons shall not mete out or recommend discipline, nor will they be consulted regarding, or asked to assess, the job performance of fellow CSEs for purposes of setting annual pay.

Leadpersons will receive four dollars (\$4.00) per hour above the Technical Representative I 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 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 per holiday at the Employee's base rate of pay.

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 an approved vacation 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.

4. There are seven fixed holidays per calendar year:

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

5. Four (4) additional floating holidays are at the discretion of the employee.

- (a) Employees shall designate their four (4) 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 but must pay the employee holiday pay. 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.

- (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) hours of straight pay (plus shift premium if applicable) for the holiday and double time 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 Eight (8) Hour Days (per Full Year)	Hours Accrued Per Pay Period	Maximum PTO Accrual Balance Permitted (in Hours)
0 - <3	20	6.15	160
3 - <10	25	7.69	200
10-<20	30	9.23	240
20+ years	35	10.76	280

3. 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 the balance of PTO hours remaining in their PTO accounts at the end of the calendar year into the new calendar year. The maximum PTO accrual for any employee is the equivalent of one full year's

accrual as outlined in Article 9.2. A narrow exception is provided in Article 9.7 at time of transition to PTO until the employee's PTO balance drops to the maximum accrual in Article 9.2.

#### 4. PTO Pay Out

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

#### 5. Prior Service

An employee who is rehired by the Company with an adjusted service date will accrue PTO based on adjusted service date.

#### 6. 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 half day (4 hour) segments and a maximum of two weeks except with management approval. Accrued PTO will be used for the first 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 5 consecutive days of illness or injury, an employee is responsible for applying for STD, if applicable.
- c. 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. If an employee has time in a legacy sick bank

then the employee can use time from that bank to supplement STD to full pay after using PTO for the 5 day waiting period. 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.

- d. 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.
- e. 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. Unexcused absences may lead to progressive discipline up to and including termination.
- f. PTO Approval:

Employees will submit PTO requests for the calendar year by January 15. Service Managers will have preliminary approvals by January 30. Any requests or changes after January 30 that affect assigned on-call must be handled by the CSE.

- g. 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 after 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 in Kronos. Failure to record time properly will lead to discipline.

**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. **Definition of Disability**

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 for 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. Employees may use legacy sick leave (but not PTO), if any is available, to supplement the short-term disability benefit payment up to full pay. 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. **Impact On Other Benefits While On Short Term Disability**

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, Liberty 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 Liberty's expense), prior to granting approval of short term disability benefits. In addition, Liberty 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 Liberty's expense) in order to reconfirm the employee's disability. Failure to comply with Liberty'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**  
**ADOPTION ASSISTANCE**

1. Bargaining unit employees will follow HC HR-17 Adoption Assistance Policy.
2. The Company may at any time, after notice to the Union, amend, suspend or terminate HC HR-17, or any part of HC HR-17 so long as such change is implemented for the Company's non-represented employee population.

**ARTICLE 12**  
**BEREAVEMENT LEAVE**

1. Bargaining unit employees will follow HC HR-18 Bereavement Policy.
2. The Company may at any time, after notice to the Union, suspend or terminate HC HR-18, or any part of HC HR-18 so long as such change is implemented for the Company's non-represented employee population.

**ARTICLE 13**  
**MILITARY RESERVE DUTY**

1. Bargaining unit employees will follow HC HR-25 Military Leave Policy.
2. The Company may at any time, after notice to the Union, amend, suspend or terminate HC HR-25, or any part of HC HR-25 so long as such change is implemented for the Company's non-represented employee population.

**ARTICLE 14**  
**JURY DUTY**

1. Bargaining unit employees will follow HR HR-20 Jury Duty Policy.
2. The Company may at any time, after notice to the Union, amend, suspend or terminate HC HR-20, or any part of HC HR-20 so long as such change is implemented for the Company's non-represented employee population.

**ARTICLE 15  
WORKPLACE CONDUCT**

**15.1 - 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. 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.

3. 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.

4. 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.

5. 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.

6. If the Company changes rules of conduct which can lead to discipline or discharge for its non-union employees during the term of this Agreement, such as rules regarding drug

testing, attendance or safety, the Company may also change such rules for employees governed by this Agreement without bargaining over the terms of the rules but after giving advance notice of the rule change to the Union. If the Union believes the new rules are unreasonable, it may submit the issue of the reasonableness of the rules directly to arbitration under this Agreement. The Company will not implement the change if the Union seeks arbitration until a final decision has been issued by the arbitrator.



## 15.2 - 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 a customer or others at a customer's facility;
3. Use of profane or obscene language 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; and

21. Wearing inappropriate clothing to work. Employee attire must be professional, clean and neat.

These work rules are not intended to be all inconclusive, 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.

### **15.3 - 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. The Company has the right to search Company vehicles, backpacks, briefcases or purses during working hours.

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.

## 15.4 - ATTENDANCE

Teamwork is a key element of the Company's success, and each employee relies upon fellow employees' performance and support on a regular basis. Therefore, it is important that all employees maintain regular and punctual attendance.

1. An absence is defined as any time off from work that is not approved in advance by the manager and not covered by medical leave law.

2. Tardiness is defined as reporting to work late at the beginning of the work day or after meal or rest periods.

3. Attendance records for each employee are approved by the manager and are used to document attendance-related issues. In connection with this process, the Company may monitor for patterns of absenteeism on the first and last day of the employee's work week or when unpleasant work is scheduled.

4. If time off is not approved in advance, it is the employee's responsibility to speak to the manager or the person designated by the manager within one hour of his or her regular start time on each day of absence.

a. If unable to reach an authorized person, the employee must contact the next level of management.

b. The employee may leave a voicemail message for the manager or the person designated by the manager if none of the above can be found.

c. The message must include the employee's company-provided cell phone number.

5. Employees must schedule foreseeable absences with the manager at least two weeks in advance, if possible.
6. An employee who is absent from work for three (3) or more consecutive work days without notification is considered to have voluntarily resigned unless the employee is unable to call in, as might be the case if the employee was hospitalized because of a serious accident.
7. An employee who is absent for three (3) or more consecutive work days for medical reasons may be required to furnish a doctor's certificate to a manager.
8. An employee who is absent for five (5) or more consecutive work days for medical reasons and is not on a documented leave of absence must furnish a doctor's certificate to Human Resources upon return to work.
9. An employee whose unexcused absences exceed twenty-two (22) hours per rolling quarter or eighty-eight (88) hours in a rolling twelve (12) - month period may be subject to corrective action.
10. Absences which are unexcused and are counted toward the absenteeism calculation include:
  - a. time off (sick hours/days, unscheduled PTO) for illness or injury that is not covered by applicable medical leave law.
  - b. other unplanned absences, either paid or unpaid.
11. Absences which are excused and are not counted toward the absenteeism are:
  - a. bereavement leave
  - b. jury duty
  - c. vacation or scheduled PTO

- d. holidays
- e. military reserve duty
- f. medical or family care leave
- g. scheduled personal leave
- h. time excused from work pursuant to Article 2.2, regarding Union Stewards where the Service Manager has given a Steward permission to miss work;
- i. time excused from work pursuant to Article 16, regarding the Grievance and Arbitration Procedure for time spent at an arbitration hearing by a grievant, Steward or witness.

If the Company has modified its absenteeism policy as a reasonable accommodation for an employee with a disability, the additional time granted as a modification is not counted towards the absenteeism calculation.



## 15.5 - 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 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 be prescribed legal drugs that may result in impairment when taken as prescribed or in accordance with the manufacturer's instructions. Employees may not work while impaired by the use of legal drugs 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 sick leave or vacation (or PTO, where applicable) 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 transporting legally purchased alcohol in Company vehicles when not on duty. Employees who engage in any of these prohibited activities are subject to disciplinary action.

## **15.6 – 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.

**ARTICLE 16**  
**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 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 Boston 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 17**  
**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 16.

**ARTICLE 18**  
**WAGES AND OTHER COMPENSATION AND PROMOTIONS**

**18.1 - WAGES**

1. Job Classifications –The minimum and maximum for each grade is set forth below. These ranges, effective January 1, 2022, will remain in effect through December 31, 2022. They will increase by 2% on January 1, 2023, January 1, 2024 and January 1, 2025.

<b>Grade</b>	<b>Low</b>	<b>High</b>
Grade 1	\$99,412.26	\$130,478.40
Grade 2	\$80,771.61	\$99,411.24
Grade 3	\$70,039.32	\$80,770.74

2. Merit Increases –For the term of this Agreement, merit increases will be based upon ratings received by bargaining unit employees in their annual performance appraisal according to the following table:

Results Rating	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
1	0	0	0	0
2	0	0	0	0
3	3	3	3.0	3
4	3.25	3.5	3.75	3.75
5	3.5	3.75	4	4

The Union agrees to allow the Company to use the Company designated performance management tool for performance reviews during the term of this Agreement.

3. Arbitrability - The Company’s decisions regarding performance appraisal ratings are final and binding and not subject to the grievance and arbitration provisions set forth in Article 16; except that employees may grieve and the Union may arbitrate a performance rating of a “1” or “2”.

4. Lump Sum Increases – If a bargaining unit employee’s merit increase causes the bargaining unit employee’s wage to exceed the high range of the employee’s job classification, then the employee will receive the amount of increase which exceeds the high range in a lump sum amount. Leadperson pay will not be considered when calculating Job Classification ranges in paragraph 1 above.

5. Training Rate – New hires who are assigned to the Company’s training program will receive a minimum of \$ 66,000 per year base salary while in the training program. If this amount increases for the rest of the Siemens Medical population during the term of this

Agreement, bargaining unit employees assigned to the training program will receive the increased amount. Upon completion of the training program, the new hire will be paid the low wage for the grade 3 job classification.

6. New Hires Not Assigned to the Training Program – The Company has sole discretion to select the job classification for newly hired bargaining unit employees who are not assigned to the training program because it is determined these employees can be deployed in the field immediately. The Company shall also have sole discretion to set the compensation of newly hired bargaining unit employees between the “low” and the “high” range of the particular job classification based upon the new employee’s skills, experience and education, market analysis, internal equity and customer relationships.

## 18.2 - VARIABLE PAY BONUS PLAN

1. Bargaining unit employees will participate in the Variable Pay Bonus Plan for the life of the contract.
2. Bonuses will be calculated using the variable pay plan metrics. The Company is free to change any MBO used in the Bonus Plan each year. The Company will provide the union a set of MBO's by October 1 of each year, and will give the Union an opportunity to request a meeting for questions and answers regarding their meaning.
3. The bonus payout will be paid out prior to the end of December.
4. The union will be notified of target Gross Profit Margin and target Service Revenues during the Bonus year.
5. Variable Pay Plan Document:

Variable Pay Plan Metrics		Weights	\$ Value @ Target
<b>A. Gross Profit Margin</b>		27%	1,000
Actual Area Gross Profit Margin Result % to Budget			
Target % Achieved	Amount		
<90%	\$0		
=>90%	GPM% x \$750		
<b>B. Service Revenue</b>		20%	1,000
Service Revenue for Area % to Budget			
Target % Achieved	Bonus		
<90%	\$0		
90% to 120%	SR% x \$750		
=> 120%	\$900		
<b>C. MBO's</b>			
MBO	Bonus		
Completion of all <b>Safety and Performance UI/SI</b> and the paperwork processed at the Processing Center on or before the UI/SI deadline. Target, zero level.		\$500	13.25%
Real Time Task Management (RTTM)		\$500	13.25%
98% of PMs are performed per internal requirements at time of posted notification.		\$500	13.25%
<b>CDI</b>		\$500 at goal +\$25.00 each 1% above goal -\$25.00 each 1% below goal Minimum 55% for payout	13.25%
<b>MBO - Upside</b>		if Area achieves 2 out of 4 MBO's, additional \$200; if Area achieves 4 out of 4 MBO's, additional \$600	
<b>Variable Pay Potential:</b>		<b>100%</b>	<b>4,500</b>

### **18.3 - TRAVEL EXPENSES AND ARRANGEMENTS**

1. Air travel reservations must be made through the Company designated travel tool. Employees must accept the lower fare flight option offered unless the employee's Service Manager approves a higher fare.
2. When an employee is required to stay at a hotel overnight in connection with domestic travel, employees will be reimbursed in accordance with the current corporate travel policy.
3. 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.
4. Rental car usage while attending training sessions and hotels when traveling to training assignments are governed by Article 6.4, Travel Time.
5. Supper Money for employees working overtime but not spending the night in a hotel is governed by Article 18.5, Supper Money.
6. Employees agree to abide by the current corporate travel policy, the most current version of which will always be posted on the company intranet unless a provision in this Agreement conflicts with the corporate travel policy, in which case, this Agreement shall control. If this Agreement is silent and the Corporate Travel and Entertainment Policy contains applicable provisions, the Company and the Union agree to follow the Corporate Travel and Entertainment policy provision, except that employees will be reimbursed for actual internet charges, not to exceed \$35 per month or employees may use a tethering option on the smart phone supplied by the Company.

## 18.4 - PROMOTIONS

1. Decisions regarding promotions will be made by the Company in connection with the annual performance review process. The Company will consider the factors in the chart set forth below when determining if an employee should be promoted to a higher CSE job grade. The Company will have discretion to determine if the promotion is warranted. The Union may challenge the Company's decision not to promote an employee through the grievance and arbitration procedure. If a grievance is arbitrated, the arbitrator should review the decision to determine if it was arbitrary or capricious. An employee who believes he/she should have been promoted but was not, may request a written action plan. The employee's ability to achieve the goals in the action plan will be a factor the Company considers in a promotion decision.

2. 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. However, the newly promoted CSE shall not be paid more than the lowest paid incumbent in the job grade as a result of the promotion and merit increase. If the promotion increase and the merit increase exceed the amount paid to the lowest paid incumbent, the newly promoted CSE will receive the difference in a lump sum payment.

3. If an employee believes he/she should be promoted but was not, the employee should advise his/her Service Manager and the Service Manager will develop a written plan, including specific objectives, which the employee shall accomplish to obtain the desired promotion.

CSE Job Grades

	1	2	3	
Job Family Specific Responsibilities	<p>Leads the most complex equipment trial runs, investigative tests, repairs and overhauls. Leads the most complex product and service training to customers. Guides the most complex maintenance on tools, test equipment, etc., and completes documents of all inspections, maintenance and repair work, and failures. Leads the most complex service calls and interfaces with customer personnel to provide quality service and feedback on problem evaluation and resolution. Guides assessment of the most complex product/equipment performance based on field support data and designs modifications or improvements. May lead the negotiation and administration of service contracts.</p>	<p>Performs complex equipment trial runs, investigative tests, repairs and overhauls. Performs complex product and service training to customers. Performs complex maintenance on tools, test equipment, etc., and completes documents of all inspections, maintenance and repair work, and failures. Performs complex service calls and interfaces with customer personnel to provide quality service and feedback on problem evaluation and resolution. Performs assessment of the most complex product/equipment performance based on field support data and designs modifications or improvements. May participate in the negotiation and administration of service contracts.</p>	<p>Participates in semi-complex equipment trial runs, investigative tests, repairs and overhauls. Participates in semi-complex product and service training to customers. Performs semi-complex maintenance on tools, test equipment, etc., and completes documents of all inspections, maintenance and repair work, and failures. Participates in the assessment of semi-complex product/equipment performance based on field support data and recommends modifications or improvements.</p>	
Key Responsibilities	<p>Performs the most complex and technically demanding work within technical or paraprofessional area. Preempts potential problems and provides effective solutions in reaction to application of concepts, techniques, knowledge or processes. Independently seeks solutions complex and unusual problems before contacting others.</p>	<p>Performs complex and technically demanding work within technical or paraprofessional area. Effectively identifies problems as they occur and takes appropriate steps to solve them in situations where the problem is more difficult and complex. Refers only the most complex, unusual problems to others.</p>	<p>Performs semi-complex work within technical or paraprofessional area. Effectively identifies problems as they occur and takes appropriate steps to solve them in situations where the problem is not difficult or complex. Refers the complex, unusual problems to others.</p>	



Knowledge	Successfully demonstrates leading-edge or extensive knowledge in a technical or specialty area. In general 95% training within assigned modalities.	Successfully demonstrates thorough/advanced knowledge in a technical or specialty area. In general 85% training within assigned modalities.	Demonstrates comprehensive working knowledge of a technical or specialty area. In general 60% trained within assigned modalities.
Direction of Others	Provides expert advice, training and technical assistance to support staff and train lower level employees (teamwork).	May provide general guidance to others and train lower level employees (teamwork).	None
Key Working Relationships	Represents the organization as a prime internal contact and a key external contact (customer satisfaction).	Frequent inter-organizational and external contacts (customer satisfaction).	Primarily inter-organizational and limited external contacts (customer satisfaction).
Experience	Generally, 8+ years of successfully completing applicable duties, responsibilities and other aspects of job as described herein.	Generally, 5-8 years of successfully completing applicable duties, responsibilities and other aspects of job as described herein.	Generally, 2-5 years of successfully completing applicable duties, responsibilities and other aspects of job as described herein.

### **18.5 - SUPPER MONEY**

Employees who work three (3) or more hours in excess of their normal workday, such three (3) hours to include time spent traveling from their final assignment to their home or hotel, shall be entitled to a supper allowance not to exceed thirty (\$30.00). To obtain reimbursement for supper, employees must present a receipt verifying the expense. Such a receipt must show the itemized expenses and the date of purchase. Employees may not use their supper allowance for groceries or gift certificates. If the Company increases the Supper allowance during the term of this Agreement for nonunion employees, the increase will be applicable to bargaining unit employees.

## **18.6 – PERSONAL USE FEE FOR COMPANY VEHICLES**

The company car personal use fee, which will be withheld from each employee's wages each month, will be \$160 per month.

### **18.7 – WAGE ADMINISTRATION**

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

**ARTICLE 19**  
**MEDICAL AND PENSION BENEFITS**

**19.1 - 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 salaried employees. 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 entire Siemens population to which the benefit is applicable, provided the Company agrees not to change any cost sharing arrangements specified in this Supplement 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 salaried employees except that the Company agrees that the employee's share of the cost of medical coverage will be no more than 75% 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.

## **19.2 - RETIREE COVERAGE UNDER GROUP LIFE INSURANCE, MEDICAL, DENTAL, VISION AND HEARING PLANS**

1. Retired bargaining unit employees who satisfy the eligibility requirements in the Retiree Portion of Group Life Insurance, Medical, Dental, Vision and Life Insurance (“the Retiree Plan”) may obtain benefits pursuant to the terms of the Retiree Plan, which is incorporated by reference into this Agreement. 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 the retirees so long as any changes are applicable to the entire Siemens Medical Solutions retiree population to whom such benefits or costs are applicable. 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.



### **19.3 - PENSION**

1. Bargaining unit employees hired before this Agreement is ratified will participate in the Siemens Pension Plan for Union Employees pursuant to the terms of that Plan, which is incorporated by reference into this Agreement. This Plan document is controlling as to pension benefits and is superior to any provision in this Agreement except as set forth in this Article. A hard copy of the Siemens Pension Plan for Union Employees has been provided to the Union. Bargaining unit employees may also access the Summary Plan Description on line. Any changes to pension benefits as reflected in future Summary Plan Descriptions posted on line are enforceable only if permitted by paragraph 4 below.

2. Bargaining unit employees hired before this Agreement is ratified will participate at either the cash balance \$400 level or in the Final Average Pay Plan depending on the pension benefits they have at the time this Agreement is ratified and executed.

3. Bargaining unit employees hired on or after this Agreement is ratified will not participate in the Siemens Pension Plan for Union Employees.

4. The Company agrees that it will not change pay credit levels for bargaining unit employees participating in the Siemens Pension Plan for Union Employees, a schedule of which is reprinted in the attached appendix, during the term of this Agreement. The Union agrees that the Company has complete discretion to modify all other provisions of the plan (except for pay credit levels, which may not be changed during the term of this Agreement) which include, but are not limited to, selecting a trustee for the Plan or selecting a benchmark for the Plan's interest rate from the Internal Revenue Code during the term of this Agreement without bargaining with the Union so long as any such modifications are applicable to the Siemens Medical Solutions

population participating in the pension plan for non-union employees. 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 Pension Plan, except for pay credit levels, without bargaining.

5. Any disputes regarding pension benefits provided under the Siemens Pension Plan for Union Employees 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 claim and no arbitrator shall have jurisdiction to hear a grievance or other dispute concerning these benefits.

#### **19.4 - SAVINGS PLAN**

1. Bargaining unit employees will participate in the Siemens Savings Plan for Union Employees 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 Savings Plan for Union Employees 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. A. For bargaining unit employees hired before this Agreement is ratified, the Company will pay 50 cents for every dollar contributed by such employees each pay period into the Plan until the employees have contributed a maximum of six percent (6%) of the employee's pay for the pay period.

B. For bargaining unit employees hired on or after this Agreement is ratified, the Company will contribute one dollar for every dollar contributed by such employees each pay period into the Plan until the employees have contributed a maximum of six percent (6%) of the employee's pay for the pay period. This higher contribution by the Company is in lieu of contributions to the Siemens Pension Plan for Union Employees.

3. The Company will not modify the contribution rates in paragraph 2(A) and 2(B) above during the term of this Agreement. The Union agrees that the Company has complete discretion to modify all other provisions of the plan (except for employee contribution rates, which may not be changed during the term of this Agreement) 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 entire Siemens Medical Solutions population participating in the savings plan for non-union employees. 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.

4. Any disputes regarding benefits provided under the Siemens Savings Plan for Union Employees 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.

### **CONTRACT MODIFICATION TO Articles 19.3 and 19.4**

1. Beginning January 1, 2011, the Company will freeze both the cash balance formula and the final average pay formula under both the Siemens Pension Plan and the Siemens Pension Plan for Union Employees for all participating bargaining unit employees. Employees will stop earning future benefits under any formula under either of these plans beginning January 1, 2011. The affected bargaining unit employees will keep the pension benefit they have earned through December 31, 2010 under both plans, and this benefit will be payable upon retirement and termination according to existing plan rules. While the Company will no longer make additional pension pay credits after this date, employees participating in the cash balance formula of either plan will continue to receive interest credits on their cash balance accounts in either plan each month. Employees participating in the final average pay formula of either plan will not receive interest credits, and no compensation or benefit service after December 31, 2010 will be included in the calculation of their final average pay benefit under either plan. However, participants covered by the final average pay formula will continue to earn vesting service, which is used in determining eligibility for early retirement in both plans.

2. Beginning January 1, 2011, all bargaining unit employees, whether or not they have been eligible to participate in the Siemens Pension Plan or the Siemens Pension Plan for Union Employees, will be eligible for a dollar for every dollar they contribute each pay period into the Siemens Savings Plan for Union Employees until such bargaining unit employees have contributed a maximum of six percent (6%) of the employee's eligible pay for the pay period.

3. Additionally, to make up for the freezing of the benefits under the Siemens Pension plan and the Siemens Pension plan For Union Employees effective December 31, 2010,

the Company will make a service-based company contribution to the Siemens Savings Plan for Union Employees on behalf of bargaining unit employees who are eligible to participate in the Siemens Pension Plan For Union Employees as of December 31, 2010. For bargaining unit employees participating, as of December 31, 2010, in the final average pay formula of the Siemens Pension Plan for Union Employees or at the Contribution Level 3 (\$400) of the cash balance formula of the Siemens Pension Plan for Union Employees, the Company will make the following service-based company contributions beginning January 1, 2011.

Years of Completed Vesting Service	Service-Based Company Contributions
Less than 5 years	1%
5-9 years	2%
10-14 years	3%
15-19 years	5%
20-24 years	7%
25-29 years	9%
30+ years	12%

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

4. There will be no changes to Articles 19.3 or 19.4 of the collective bargaining agreement for those bargaining unit employees hired after the original collective bargaining agreement was ratified on June 19, 2006.

5. Except as modified herein, all other provisions in Paragraphs 19.3 and 19.4 of the collective bargaining agreement remain in effect. In addition, employees who terminate their employment with Siemens and are later rehired continue to be eligible for a dollar for every dollar they contribute each pay period into the Siemens Savings Plan for Union Employees until such bargaining unit employees have contributed a maximum of six percent (6%) of the

employee's eligible pay for the pay period. Employees who are rehired after June 19, 2006 will not be eligible for service-based company contributions.

**ARTICLE 20**  
**EMPLOYEE REFERRAL**

1. Bargaining unit employees will follow HC HR-15 Employee Referral Policy.
2. The Company may at any time after notice to the Union amend, suspend or terminate HC HR-15 or any part of HC HR-15 so long as such change is implemented for the Company's non-represented employee population.



**ARTICLE 21**  
**MISCELLANEOUS PROVISIONS**

**21.1 - 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. 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.

## **21.2 - 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. Employees will be neat and clean at the start of every shift and will make every reasonable effort to be neat and clean upon initial entry at a client site. Grooming shall be in accordance with business practices. Employees who need clothing protection may purchase blue coveralls or a white lab coat from a list of approved vendors selected by the Company. Coveralls and lab coats will be reimbursed up to a maximum of two (2) upon submission of a travel and expense form to the Service Manager.

5. Abuse of any of the employee rights, discretion or responsibilities described in this Article may result in discipline, up to and including discharge in accordance with the Discipline and Discharge Article 15.1.

### **21.3 - PERSONNEL FILES**

1. An employee shall have access to his or her official corporate personnel file.

Access shall be permitted within five (5) working days of a written request by the employee to Human Resources at a reasonable time and place to be determined by the Service Manager

2. An employee shall have access to his or her working personnel file, if one is maintained by his or her Service Manager. Access shall be permitted within ten (10) working days of a written request to the Service Manager. The employee should make an appointment with the Service Manager to view his or her working personnel file at a reasonable time and place to be determined by the Service Manager.

**ARTICLE 22**  
**TERM OF AGREEMENT**

This Agreement shall remain in full force and effect through September 30, 2021. 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. September 30, 2021, this Agreement may be extended by mutual agreement of both parties pending continued negotiations so long as mutually agreeable.

IBEW LOCAL UNION 2222

SIEMENS MEDICAL SOLUTIONS  
USA, INC.

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Myles Calvey  
Business Manager

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Rebecca Luttrell  
Vice President Labor Relations

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Bryan Michaud  
Union Negotiating Committee Member

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Atlanta Guay  
Senior Director Human Resources

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Michael Croteau  
Union Negotiating Committee Member

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Glen Caron  
Regional Service Manager

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Jack Kent  
Union Negotiating Committee Member

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John Soderland  
Union Negotiating Committee Member

## **Weekend Rotations**

The employees listed in the attached spreadsheet will cover the assigned weekend rotations. The list will be comprised of only qualified CSE's within a reasonable commuting distance of the assigned work.

The company will assign the listed employees to weekend work rotations. If an employee is assigned to a rotation he cannot cover, the employee must find a qualified replacement to cover the rotation and must provide appropriate notice to ensure continuity. Two (2) weeks' notice will be provided, where possible, to the assigned employee if the weekend rotation is no longer necessary.

The initial spreadsheet will cover October 29, 2018 – January 31, 2019. Thereafter the spreadsheets will cover February 1 – January 31 of the following year. The company and assigned employees will coordinate as appropriate to ensure employees are able to secure all customer access requirements.

Employees will be paid for all hours worked on a weekend rotation with a minimum of four (4) hours pay if deployed. Employees working weekend rotations will receive overtime for all hours worked over 40 in a week. Travel time will be paid. Meal expenses incurred during a weekend rotation will be paid per the Company Travel Policy. Lodging may be provided for unusual circumstances with RSM approval.

Nothing herein changes the Primary CSE's job responsibilities.

CT Rotation Schedule:

CSE Name	Week of							
	10/29/2018		11/5/2018		11/12/2018		11/19/2018	
	SAT	SUN	SAT	SUN	SAT	SUN	SAT	SUN
Capone								
Caron	x	x						
Croteau			x	x				
Kent								
Lacroix					x	x		
Michaud								
Muzzi								
Sparfven								
Wang								
CSE Name	11/26/2018		12/3/2018		12/10/2018		12/17/2018	
	SAT	SUN	SAT	SUN	SAT	SUN	SAT	SUN
Capone								
Caron								
Croteau								
Kent	x	x						
Lacroix								
Michaud			x	x				
Muzzi					x	x		
Sparfven								
Wang								
CSE Name	12/24/2018		12/31/2018		1/7/2019		1/14/2019	
	SAT	SUN	SAT	SUN	SAT	SUN	SAT	SUN
Capone							x	x
Caron								
Croteau								
Kent								
Lacroix								
Michaud								
Muzzi								
Sparfven			x	x				
Wang					x	x		
CSE Name	1/21/2019		1/28/2019					
	SAT	SUN	SAT	SUN				
Capone								
Caron								
Croteau	x	x						
Kent			x	x				
Lacroix								
Michaud								
Muzzi								
Sparfven								
Wang								