

QUEST DIAGNOSTICS AND HPAE TENTATIVE AGREEMENT
ECONOMIC

November 24, 2020

4:00 PM Eastern

The following terms constitute economic provisions of a future collective bargaining agreement tentatively agreed to by and between the parties and would become effective sometime on or after January 1, 2021, for employees from Hackensack Meridian Health System who become employees of Quest Diagnostics Incorporated (“Quest”). In the event the parties are unable to reach agreement on the economic provisions of a future collective bargaining agreement, Quest will set initial terms and conditions of employment for employees from Hackensack Meridian Health system who are offered employment by Quest consistent with the economic provisions herein.

TRANSITIONING TEAM MEMBERS

Non-bargaining non-exempt unit employees who were employed by Hackensack Meridian Health System and who became Quest employees effective January 1, 2021, through the transaction between Hackensack Meridian Health System and Quest are referred to as “Transitioning Team Members.”

WAGES

Employees who become Quest employees through the transaction with Hackensack Meridian Health System will be paid the same base hourly wage rate upon being hired by Quest as they were paid on December 31, 2020. Quest agrees that bargaining unit employees will receive a 2.5% increase in base hourly wage rate effective May 31, 2021, a 2% increase in base hourly wage rate effective May 31 2022, and a 2% increase in base hourly wage rate effective May 31, 2023.

The following represents the minimum and maximum base hourly wage rates for each job classification

For January 1, 2021, the minimum and maximum wage rates shall be as follows:

| Job Title | Minimum | Maximum |
|------------------------------|----------------|----------------|
| Rep, PS I (Phleb) | \$15.18 | \$22.77 |
| Rep, PS II (Phleb) | \$16.71 | \$25.05 |
| Asst, Lab I | \$12.56 | \$18.84 |
| Technician, Medical I | \$20.17 | \$33.31 |
| Technician, Medical II | \$22.21 | \$36.63 |
| Technologist, Medical I | \$24.42 | \$40.35 |
| Technologist, Medical II | \$26.86 | \$44.30 |
| Technologist, Medical Sr. | \$29.54 | \$48.72 |
| Group Lead, Med Technologist | \$29.54 | \$48.72 |

Quest reserves the right to hire new employees into the bargaining unit at base hourly wage

rates within the pay ranges set forth above. If an employee moves for any reason into a lower paying grade level and that move is not temporary, the employee will either keep his/her existing wage rate or be paid the maximum for that lower paying grade level's range, whichever is lower.

SHIFT DIFFERENTIALS

The shift differential is:

2nd Shift – 10% shift differential on base hourly wage rate

3rd Shift – 15% shift differential on base hourly wage rate

Shift differential is paid if the majority of hours worked are within the 2nd or 3rd shift zones (referred to as the “majority hours rule”). If the majority of hours worked are within the 2nd or 3rd shift zone, the applicable differential will be paid on all hours worked. The shift zone for determining the majority hours rule is:

| | Shift Zones |
|-----------------------|------------------------|
| 1 st Shift | 8:00 a.m. – 4:00 p.m. |
| 2 nd Shift | 4:00 p.m. – 12:00 a.m. |
| 3 rd Shift | 12:00 a.m. – 8:00 a.m. |

Shift differential is only paid on actual hours worked.

Employees are also eligible for a weekend shift differential of 10%, which applies to the standard weekend zone of 12:00 a.m. Saturday morning to 12:00 a.m. Monday morning. Weekend shift differential is only paid on actual hours worked in the defined weekend zone.

ANNUAL INCENTIVE PROGRAM (AIP)

Regular full-time and part-time employees are eligible to participate in Quest’s Annual Incentive Plan (“AIP”). Quest may amend the terms of the AIP from time to time at Quest’s discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the AIP plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

HOLIDAYS

Employees regularly scheduled to work twenty (20) or more hours per week effective January 1, 2021, are eligible for the following six paid (6) holidays, the observances dates of which will be provided by Quest:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Holidays that fall on a Saturday will be observed on the Friday preceding the holiday and holidays that fall on a Sunday will be observed on the Monday following the holiday. Holiday pay is separate from PTO. When an employee takes time off over the holiday, he/she is not required to apply PTO. Employees receive holiday pay based on their standard work schedule.

Holiday pay is prorated for employees who do not work a 40-hour standard schedule:

| 36 hours a week | 30 hours a week | 25 hours a week | 20 hours a week |
|--|--|--|--|
| $36 \div 5 = 7.2$ <i>Employee will be paid 7.2 hours for the holiday.</i> | $30 \div 5 = 6$ <i>Employee will be paid 6 hours for the holiday.</i> | $25 \div 5 = 5$ <i>Employee will be paid 5 hours for the holiday.</i> | $20 \div 5 = 4$ <i>Employee will be paid 4 hours for the holiday.</i> |

Any eligible non-exempt employee who works on the observed holiday will receive their base hourly wage rate plus a holiday premium (50% of base hourly wage rate) for all hours worked during the holiday zone. This is in addition to the holiday pay for a total of 2.5 times one’s base pay.

PAID TIME OFF

Employees regularly scheduled to work twenty (20) or more hours per week effective January 1, 2021, are eligible for paid time off (PTO) under Quest’s special PTO benefits policy for Transitioning Team Members anticipated to join Quest on January 1, 2021. For the period of January 1, 2021 through June 30, 2022, Quest shall maintain the plan design as in effect on January 1, 2021.

Effective June 30, 2022, Quest may amend the terms of the PTO plan from time to time at Quest’s discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the PTO plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

Requesting/Using PTO

Employees must submit PTO requests through Work Force Central. When designating time off under this policy for vacation and personal time, employees should use the PTO code. Employees should request PTO in advance and must receive supervisor approval for all PTO.

Employees with a PTO balance are not permitted to take an unpaid absence. PTO may be taken in no less than .5 (half hour) increments. Requests for PTO time will not be unreasonably denied.

It is expected that employees will work with their supervisors to schedule time off. Employees are responsible for monitoring and managing their PTO time. In unusual circumstances where an employee's request to take PTO is not approved due to departmental needs, the employee can request an appeal of this denial to the East Region HR Director.

PTO Accrual Rates

PTO is accrued on a weekly basis. Employees accrue PTO on time worked and while taking time off under PTO, PTO Health, Jury Duty and Bereavement. PTO is not accrued while receiving salary continuation or during periods of disability where benefits are paid. PTO is not considered hours worked for purposes of eligibility for overtime.

The annual amount of PTO an employee is eligible to accrue is based on both the employee's years of service at Hackensack Meridian Health System as of December 31, 2020 and the number of hours the employee is regularly scheduled to work per week, in accordance with the charts below:

Professional/Technical

| <i>Years of Service</i> | <i>Hourly accrual rate</i> | <i>40hrs scheduled/week annual accrual</i> | <i>36hrs scheduled/week annual accrual</i> | <i>24hrs scheduled/week annual accrual</i> | <i>20hrs scheduled/week annual accrual</i> |
|-------------------------|----------------------------|--|--|--|--|
| <i>0-4 Years</i> | <i>0.077</i> | <i>160.0</i> | <i>144.0</i> | <i>96.0</i> | <i>80.0</i> |
| <i>5-9 Years</i> | <i>0.096</i> | <i>200.0</i> | <i>180.0</i> | <i>120.0</i> | <i>100.0</i> |
| <i>10-14 Years</i> | <i>0.112</i> | <i>232.0</i> | <i>208.8</i> | <i>139.2</i> | <i>116.0</i> |
| <i>15-19 Years</i> | <i>0.123</i> | <i>256.0</i> | <i>230.4</i> | <i>153.6</i> | <i>128.0</i> |
| <i>20+ Years</i> | <i>0.131</i> | <i>272.0</i> | <i>244.8</i> | <i>163.2</i> | <i>136.0</i> |

Clerical/Service/Support

| <i>Years of Service</i> | <i>Hourly accrual rate</i> | <i>40hrs scheduled/week annual accrual</i> | <i>36hrs scheduled/week annual accrual</i> | <i>24hrs scheduled/week annual accrual</i> | <i>20hrs scheduled/week annual accrual</i> |
|-------------------------|----------------------------|--|--|--|--|
| <i>0-4 Years</i> | <i>0.060</i> | <i>124.00</i> | <i>111.60</i> | <i>74.40</i> | <i>62.00</i> |
| <i>5-9 Years</i> | <i>0.079</i> | <i>164.00</i> | <i>147.60</i> | <i>98.40</i> | <i>82.00</i> |
| <i>10-14 Years</i> | <i>0.094</i> | <i>196.00</i> | <i>176.40</i> | <i>117.60</i> | <i>98.00</i> |
| <i>15-19 Years</i> | <i>0.106</i> | <i>220.00</i> | <i>198.00</i> | <i>132.00</i> | <i>110.00</i> |
| <i>20+ Years</i> | <i>0.113</i> | <i>236.00</i> | <i>212.40</i> | <i>141.60</i> | <i>118.00</i> |

Borrowing PTO

Employees may borrow up to eighty (80) hours of unearned PTO in circumstances when it provides beneficial results for both the employee and Quest. Borrowing should be a special event and not used routinely. A borrowing request form must be submitted to the employee's supervisor. Employees who have provided notice of intent to leave Quest's employ or have been provided notice of termination are not permitted to borrow PTO.

Borrowing Guidelines

- For a single event, an employee may borrow up to one week of regularly scheduled hours with supervisor approval provided the employee's PTO balance does not exceed a total negative balance of eighty (80) hours.
- In certain circumstances, such as the waiting period for Short Term Disability, an employee may borrow up to five days of regularly scheduled hours in a single event provided the employee's balance does not exceed negative eighty (80) hours.
- At the time the supervisor approves the request for borrowing in the system, the employee is required to execute a PTO Borrowing Acknowledgement, which must be sent to the HR Service Center for preservation in the employee's file.
- An employee calling out on an unscheduled absence who does not have PTO available may borrow time subject to supervisor approval, but is not required to borrow PTO.

PTO Carryover Rules

The 2020 PTO Plan Year is January 15, 2020 through January 14, 2021. Employees will participate in the 2020 PTO Plan Year from January 1, 2021 through January 14, 2021. The 2021 PTO Plan Year begins on January 15, 2021.

For the 2020 PTO Plan Year only, 100% of earned PTO will carry over into the 2021 PTO Plan Year. For the 2021 PTO Plan Year, which ends January 14, 2022, should employees have a balance at the end of the plan year, employees may carry over up to the first 15% of the total amount of unused PTO accrued during the 2021 PTO Plan Year.

Should an employee have a balance after carryover, employees are eligible for a payout of up to 15% of the total amount of unused PTO accrued during the current PTO Plan Year.

PTO carried over from the previous year must be exhausted first in the current Plan Year and may not be carried over again to the next PTO Plan year. It is forfeited at the end of the current PTO Plan Year if it has not been used.

Any PTO hours remaining after carryover and payout will be forfeited.

PTO HEALTH

Employees regularly scheduled to work twenty (20) or more hours per week effective January

1, 2021 are eligible for PTO Health under Quest policy Quest may amend the terms of the PTO Health plan from time to time at Quest's discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the PTO Health plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

PTO Health may be used for the employee's or a qualified family member's health condition, including time away from work for unexpected illness or injury and should be scheduled in advance for doctor or dental appointments. Approval from a supervisor is not necessary when using PTO Health; however employees must notify their supervisor of any scheduled or unscheduled time away from work.

Under Quest's special PTO Health benefits policy for transitioning HMH team members anticipated to join Quest on January 1, 2021, Employees will accrue one (1) hour of PTO Health for every thirty (30) hours worked up to 40 hours of PTO Health per PTO Plan Year.

Employees who experience an unexpected health condition must notify their supervisor so PTO Health time used may be recorded. Absences taken for illness, injury, doctor or dentist appointments, and approved time off under the Family Medical Leave Act and New Jersey Family Leave Act, should be designated as "PTO Health" in Work Force Central.

Employees must schedule preplanned doctor or dental appoints 14 days in advance and coordinate with the employee's supervisor around work schedules where possible.

PTO Health must be taken in increments of .5 (half hour).

For the 2021 Plan Year, employees may carryover 100% of accrued but unused PTO Health into the 2022 PTO Plan Year. Beginning with the 2022 PTO Plan Year, employees may carryover up to 56 hours of accrued unused PTO Health into the next PTO Plan Year.

FILLING VACANT POSITIONS WITHIN THE LAB

Quest will post open positions within the bargaining unit for a period of four (4) days. An employee must be in his/her current job for at least nine (9) months before s/he is eligible to move into another job within the bargaining unit and cannot have any active suspension or disciplinary action in his/her file.

Where two (2) or more employees request the same vacant position, selection shall be based first on qualifications and then on seniority. The employee selected shall be transferred to the new position within sixty (60) calendar days of the date the transfer was approved. If two (2) or more per diems request the same position, selection shall be based on the supervisor's determination of the successful candidate based on qualifications and factors such as skill and ability. If the supervisor determines that two (2) employees are equal, date of hire will prevail.

Any current Hackensack Meridian Health employees in the lab who were displaced will be given consideration for hire for open jobs at Quest based on qualifications.

HOURS OF WORK

It is the policy of Quest to compensate employees for all time worked in accordance with applicable law. Quest will maintain accurate and complete records of time worked to ensure that employees are properly compensated in accordance with applicable law and this Agreement.

Non-exempt employees are required to accurately record the time they start and end their work shift, and accurately record the beginning and ending time of each meal period by utilizing the applicable time and attendance system and time collection devices. If an employee fails to or is unable to register a time punch in real time, they must enter the missed punch on the adjustment log with their signature, in order for the supervisor to validate and transfer the missed punch on the time card. Failure to use such systems, or altering, falsifying, tampering with time records or recording time on another employee's time record, may result in disciplinary action, up to and including termination of employment. Supervisors and employees are responsible for reviewing time records prior to the pay period closing. Employees are also responsible for reviewing their pay stubs each pay period to ensure their time was accurately processed and they are properly compensated for all time worked. If an employee believes there is a discrepancy, he or she must immediately report the discrepancy to their leader so the appropriate corrections may be made. Employees are not permitted to approve their own timecards.

OVERTIME

All work performed in excess of forty (40) hours in any one (1) work week shall be considered overtime and compensated for at the rate of time and one-half (1 ½).

All overtime worked must be scheduled and approved by Quest. All overtime will be scheduled based on Quest's business needs and at the sole discretion of Quest. Overtime (including weekend and holiday coverage) will be scheduled first on a volunteer basis based on the employee's qualifications to work the specific job at issue. If there are multiple employees with the same qualifications volunteering to work overtime, the Company will choose the person with the most seniority.

Should all needed overtime not be filled using the volunteer basis, then the work will be filled in inverse seniority order (least senior first) based on the employee's qualification to do the work and the employee with the least seniority will be assigned to the overtime work. Any employees selected to work overtime will drop to the bottom of list for selection of mandatory work or voluntary work on the next weekend/holiday.

Overtime availability lists shall be posted in the lab.

Except as provided below, an employee with twenty-five (25) years or more seniority will not be required to work weekends. Employees shall not be required to work more than every third weekend. The weekend work requirements of an employee shall not be increased unless the

affected employee agrees to the change. The provisions of this paragraph will be waived, however, if Quest cannot staff a vacancy on a weekend after it has exhausted the other means available to it to cover the weekend work have not worked to provide coverage. Additionally, the forgoing does not limit Quest's rights to hire new employees with the understanding that they shall have greater weekend work requirements than other employees in the unit. If those employees with twenty-five (25) years or more of seniority and who are on the payroll on the effective date of this Agreement are forced to work the weekend, a differential of three dollars and fifty cents (\$3.50) per hour shall be paid for all hours worked on that weekend. (Weekend worked is defined as hours between eleven (11) pm on Friday until seven (7) am on Monday. This premium obligation will expire upon December 31, 2024.

MEAL PERIODS

Employees who are full-time receive a daily 30-minute unpaid meal period. Uninterrupted time off for meal periods is not counted as time worked.

REST BREAKS

Employees who are full-time receive two (2) daily, 15-minute paid breaks. Where applicable, or as otherwise required by law, rest periods are counted as time worked.

HEALTH AND WELFARE

Benefit plans applicable to non-bargaining unit employees shall be made available to employees represented by the Union as listed below, as they may be amended or changed in accordance with their terms. Quest agrees to offer bargaining unit employees the same Health Insurance, Quest Select Lab Benefit, Dental Plan, Vision Plan, Short-Term and Long-Term disability benefits that it provides to non-management non-exempt Transitioning Team Members. The parties agree that the specific provisions and procedures governing eligibility, enrollment, benefit coverage, co-pays and employee premium co-shares of these plans shall be the same as the plans provided to non-management non-exempt Transitioning Team Members.

For the period of January 1, 2021 through December 31, 2022, Quest shall maintain the health plan design as in effect on January 1, 2021. Employee contributions may change during this period; however, bargaining unit contributions shall be the same as non-management non-exempt Transitioning Team Members.

Effective January 1, 2023, Quest shall have the discretion to change or modify the health plan design and contribution levels. However, Quest shall maintain these benefits at the same level as it does for non-management non-exempt Transitioning Team Members. Notwithstanding the foregoing, the benefits provided hereunder shall be at least reasonably comparable to the overall benefits package provided, taking into account the totality of the entire benefit package (Health Insurance, Quest Select Lab Benefit, Prescription Drug Plan, Dental Plan, Vision Plan, Short-Term Disability and Long Term Disability) offered. In the event of any substantive changes or modifications or changes to these benefits mandated by applicable law,

Quest shall give the Union sixty (60) days' written notice of the change, or as soon as practicable.

RETIREMENT

Employees will be eligible to participate in Quest's 401(k) Plan, subject to the terms and conditions of that plan, effective January 1, 2021. Quest may amend the terms of the 401(k) Plan from time to time at Quest's discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the 401(k) Plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

On their first day of employment, employees may begin making contributions of 1% to 35% of their wages, pre-tax, subject to annual IRS limits. Employees age 50 or over may make catch-up contributions up to the annual IRS limit.

After completing 12 months of service, Employees are eligible to receive a dollar for dollar Quest match each pay period on contributions, capped at 5%. Employees are 100% vested immediately in Company match.

- Employees HMH 401(k) vesting service will count toward meeting the Quest match eligibility requirement. Employees with over 12 months of HMH 401(k) vesting service as of January 1, 2021, who enroll timely, are eligible to make contributions and receive Quest match effective January 1, 2021.
- For employees who have less than 12 months of combined HMH and Quest vesting service as of January 1, 2021, Quest will make a one-time contribution to the Quest 401(k) Plan on the employee's behalf for any lost match in 2021 as a result of not meeting the 12-month eligibility requirement. In order to be eligible for this contribution, the employee must (1) be contributing and/or participating in a HMH retirement plan on December 31, 2020, (2) elect to begin contributing to the Quest 401(k) Plan by January 22, 2021, which is the second pay date in 2021, and (2) be an employee of Quest on December 31, 2021.

EMPLOYEE STOCK PURCHASE PLAN (ESPP)

Regular employees scheduled to work at least 20 hours per week are eligible to participate in the Quest Employee Stock Purchase Plan ("ESPP"), subject to the terms and conditions of that plan. Quest may amend the terms of the ESPP Plan from time to time at Quest's discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the ESPP Plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those

amendments may affect members of the unit.

PRE-TAX COMMUTER BENEFITS

Employees who are regularly scheduled to work twenty (20) hours or more per week are eligible to participate in Quest's Pre-tax commuter benefits program. This program allows team members to direct part of their pay on a pre-tax basis to pay for certain work-related commuting expenses - public transportation and/or parking. Quest may amend the terms of the Pre-Tax Commuter Benefits Plan from time to time at Quest's discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the Pre-Tax Commuter Benefits Plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

UNIFORMS AND LAB COATS

Quest shall provide disposable lab coats to employees who work in the lab as well as other required Personal Protective Equipment (PPE). Quest will provide four (4) sets of scrubs to employees in Phlebotomist positions annually.

STAFFING COMMITTEE

The Staffing Committee will meet quarterly and will include at a minimum the HPAE local president and East Region HR Director. The staffing topics to be discussed at a meeting will be identified in advance. Examples of staffing issues include, but not are not limited to, current vacancies, current staffing, recruitment strategies, and onboarding efficiencies. Up to two representatives from management and two union representatives will be present at the scheduled meeting. The Committee will evaluate staffing issues (if any) and propose joint solutions to these issues. However, Quest retains the ultimate right to accept or reject any proposed solutions based on business needs.

PER DIEM

Employees that are designated as "Per Diems" are not guaranteed a minimum number of work hours per week, and must:

- be regularly available to work a minimum of sixteen (16) hours per week;
- work at least two (2) of the six (6) Quest observed holidays, including one (1) of the following: Thanksgiving Day, Christmas Day, New Year's Day, or the Fourth of July;
- be available to work three (3), eight (8) hour weekend shifts per month; and provide Lab Management with twenty-four (24) hours' notice of their intent to cancel a shift.

Per Diems are eligible to participate in the Profit-Sharing Plan of Quest Diagnostics Incorporated ("the 401(k) Plan"). Per Diems may also participate in other pay and benefit offerings based on individual program eligibility requirements.

PANDEMIC COMMITTEE

At the start of any Pandemic, the parties agree to establish a Special Labor Management Committee. This committee will meet when it is mutually agreed to by both parties, so that issues pertaining to the pandemic can be discussed. The meetings can either be face to face, phone, video conferencing or another mutually agreed to process. Quest will respond to the Union's reasonable requests for information within a reasonable timeframe. The Union recognizes that Quest resources may be strained during these crises and will exercise reasonable restraint when asking for information.

The parties agree the goal of the Special Labor Management Pandemic Committee is ensure a safe working environment for employees. A safe working environment includes issues regarding PPE, staffing, protocols, and contract language.

The parties agree that proper training will be offered to all lab employees regarding safe and proper use of PPE, maintenance of PPE when required and on-going Fit testing will be provided.

JURY DUTY

Quest Diagnostics grants time off for jury duty or subpoenaed criminal matters and court witness appearances for company related matters. Regular, full-time employees will be paid regular base wages for a maximum of two weeks.

Within a reasonable time period, you must provide your manager with a written court summons for authorization. Additional time may be granted under this policy for extended trials, federal or state Grand Jury obligation or due to state or county laws and regulations. The employee must contact the Human Resources Service Center (HRSC) and provide appropriate documentation of the requirement and need for this extension.

Non-company related subpoenaed criminal matters and court witness appearances will not be paid but may be excused absences providing a written court summons is provided for authorization. PTO, if available, will be utilized for these absences.

BEREAVEMENT

Regular employees working at least twenty (20) hours per week on a regularly scheduled basis are provided paid bereavement time. Time off required for bereavement is an individual matter to be discussed between the supervisor and the employee. Paid time off for bereavement does not apply to employees on a leave of absence; however, it is applicable to eligible employees during other scheduled time off periods.

Paid time off for bereavement purposes does not include shift differential and is not considered hours worked for overtime pay purposes but is considered for purposes of accruing PTO. Should the employee require additional time off, employees may work with their manager to use PTO.

No waiting period applies to bereavement time — employees are eligible at any time after hire. Employees must contact their supervisor to request Bereavement leave.

This policy provides pay for up to forty (40) hours off for “immediate” family members and eight (8) hours for “extended” family members.

Immediate family includes: spouse, domestic partner, parents, parents-in-law or parents of a domestic partner, step parents, children (including unborn), step children (children of employee’s spouse or domestic partner), son-in-law, daughter-in-law, sibling, step sibling, and any person living in the employee’s house.

Extended family includes: brother-in-law, sister-in-law, step brother-in-law, step sister-in-law, grandparent (including grandparent-in-law and grandparent of a domestic partner), step grandparent, grandchildren, step grandchildren, aunt, uncle, step aunt, step uncle.

GROUP LIFE INSURANCE

Regular employees working thirty (30) or more hours per week are eligible for Basic Life and AD&D at one and one-half (1 ½) times their annual base salary with premiums paid for by Quest. In addition, employees have the option to make contributions at their own expense toward additional coverage for up to eight (8) times their annual base salary and/or have spouse/domestic partner coverage ranging from \$10,000 to \$150,000 in \$10,000 increments and coverage for a child in amounts of \$2,500, \$5,000, or \$10,000. Quest may amend the terms of the Group Life Insurance Plan from time to time at Quest’s discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the Group Life Insurance Plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

HPAE RETIREE MEDICAL TRUST:

Quest shall withhold the mandatory employee contribution amount of twenty cents (.20) per hour for each full-time employee and transmit such funds to the HPAE Retiree Medical Trust, provided each employee provide appropriate documentation authorizing the deduction.

Contributions to the Trust shall be due at the Trust office on the 10th of the month following the month for which the contribution is made.

Quest assumes no obligation, financial or otherwise regarding the HPAE Retiree Medical Trust, or any provisions of this article. The Union shall indemnify and hold Quest harmless against any and all claims, demands, lawsuits filed by any person related to the deductions of monies, or collection of monies in regards to the HPAE Retiree Medical Trust pursuant to this article.

EDUCATIONAL ASSISTANCE

Employee Eligibility

A. All regular, full-time employees scheduled to work at least 30 hours per week are eligible to participate in the program.

B. Eligibility also is contingent upon prior manager approval and is not guaranteed; it is at the discretion of the manager upon consideration of a series of factors including, but not limited to, the following:

1. Applicant is in good standing, which means a review of past performance shows a pattern of ratings of “meets expectations” or greater. Additionally, employees shall not be involved in any active disciplinary action at the time the program participation is requested (Written Warnings, Final Written Warnings and PIPs within the last six months).

2. Relationship of employee’s academic program participation to the current business strategy to:

i. support business strategy, as in the case of positions for which we have a need to increase populations (e.g. phlebotomists, histotechnologists)

ii. avoid mismatch between employee’s request and needs of the business to achieve its defined strategy

3. Consideration of any potential financial constraints given internal and /or external business environment (i.e. the budget is able to support program participation at the specified point in time).

4. Nature of the educational program, as indicated in the next section, and its relevance to employee’s present or future role within the company.

5. Program participation will not interfere with employee’s regular job duties, and there is evidence of employee’s sustained, favorable annual performance and results against planned objectives.

II. Covered Expenses

Employees are reimbursed 100% for tuition expenses up to the annual reimbursement limit of \$5,250 for undergraduate and graduate programs. Tuition is reimbursed to employees who meet the requirements for successful completion of the program/course(s) – See Course Completion Standards.

III. Covered Programs

Quest Diagnostics' employees are reimbursed for a range of college-level programs/courses from fully accredited institutions (see School Accreditation) resulting in college credit. The educational programs/courses must relate to an employee's current job, an established career within Quest Diagnostics, or must satisfy requirements toward the completion of a degree meeting these requirements (except as described in E below).

The following types of courses and degree programs are reimbursable in the education assistance program:

A. Individual Courses

1. Business-oriented, academic courses that relate to the employee's current job or a possible future job with the company
2. Non-business, academic college-credit courses required as part of a degree
3. Non-business, academic courses related to the employee's current job or career with Quest Diagnostics

B. Degrees

1. Undergraduate and graduate business degrees that are applicable to Quest Diagnostics' specific business.
2. Executive MBA degree programs are reserved for the purpose of addressing the talent management needs in relationship to the strategic benefit to the company overall. Identification of potential candidates, sponsorship and approval is at the discretion of your immediate

Supervisor/Manager, your Regional Vice President and Regional HRBP Director prior to enrollment. Approval for Executive MBA degree programs is not a function of the HR Service Center. Typically, advanced degree programs are targeted to designated high performing, high potential individuals who upon degree completion would be ready for immediate promotion.

C. Distance Learning Online Programs

1. Policy guidelines regarding participation and reimbursement will apply to all online programs just as they do to traditional onsite/on-campus programs.
2. Preferred School: Based on an investigation of several online programs offered by accredited schools – and their reputation for quality of curriculum and faculty – the following programs are being endorsed through formal corporate alliance:

i. Capella University is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools (NCA). Our alliance allows employees to take advantage of tuition discounts and yearlong promotions. To learn more about the undergraduate and graduate degree programs offered, please go to www.capella.edu/questdiagnostics where Quest Diagnostics employees can visit our customized information page.

ii. University of Phoenix is a fully accredited institution of higher learning, as well. Our partnership affords employees the opportunity to pursue a range of degree programs at the associate, bachelor's and master's levels. All employees are eligible to receive tuition savings on any degree program and individual courses. To learn more visit: www.phoenix.edu/quest.

D. Certificate Programs

1. Education expenses that lead toward the achievement of a professional certificate, while not resulting in college credits, may be reimbursable if:

i. They are required for the employee to perform the functions of his/her job

ii. They are required for a position that is a business need of Quest Diagnostics, and the student is considering and is eligible for the position. Consult the HRSC if questionable.

2. Examples of reimbursable certificate programs as of the time of writing this policy include Phlebotomy, Pathologist's Assistant, and Histotechnology.

3. Employees must follow the normal tuition reimbursement process for certificate programs.

IV. Excluded Programs / Expenses

The following educational programs and fees are not reimbursed through the education assistance program:

A. Any and all courses offered by institutions not accredited as required by these guidelines (except as described in Section III);

B. Degrees or courses of study in areas that are unrelated to the employee's job, Quest Diagnostics business or viable career goals.

C. Certificate Programs generally are not covered, except as described in Section III;

D. Textbooks, equipment, software, materials, and supplies;

E. Fees to test out of courses, certification/recertification test fees, entrance exams, test preparation fees, and test preparation courses;

F. Review courses leading to qualifying exams;

G. Courses which are audited for no credit;

H. Job-related tests (e.g. CPA test for current Financial Analyst);

I. Individual courses for sports, recreation or hobbies (unless required as part of an approved, accredited degree program);

J. Other miscellaneous expenses, such as travel, tutoring, transcripts, graduation, late fees;

K. Expenses covered through grants, scholarships, or veteran's benefits (if the aforementioned plans do not fully cover the amount, the employee may apply for the difference).

V. School Accreditation

Employees may participate in educational programs/courses at institutions fully accredited by one of six regional and/or national accrediting organizations listed in The American Council on Education's Accredited Institutions of Post-Secondary Education Guide and/or through agencies recognized by the Council for Higher Education accreditation (CHEA), visit: <http://www.chea.org/search/default.asp>.

The six regional accrediting organizations are:

Middle States Association of Colleges and Schools (MSA)

New England Association of Schools and Colleges (NEASC)

North Central Association of Schools and Colleges (NASC)

Northwest Association of Schools and Colleges (NASC)

Southern Association of Colleges and Schools (SACA)

Western Association of Schools and Colleges (WASC)

This is a partial list of national accrediting bodies:

Accrediting Council for Independent Colleges and Schools (ACICS)

Accreditation Board for Engineering and Technology (ABET)

Distance Learning and Training Council.

VI. Applying for Program Participation

A. Prior to Enrollment

Employees must discuss with their manager/supervisor their intention to apply for participation in the Education Assistance program and seek guidance about relevance of the program options and fit with company strategy. The manager will then approve the request if all eligibility criteria are met as stated previously.

B. Documentation

The following items must be provided before applying for courses to participate in the education assistance program:

1. Education Plan

Both the employee and the manager/supervisor must complete this plan after they have discussed the request to participate in the education assistance program in relationship to the employee's career development plan, ensuring they are in agreement with the mutual benefits to be gained by both the employee and the company, before applying for courses. The plan must include an explanation of job relatedness and the benefit to the company.

2. Application for Education Assistance

The application must be completed by the employee and submitted to their supervisor for review and approval in a timely fashion to allow sufficient time to then submit the application to the HR Service Center portal prior to the start of the program/course(s).

i. Supervisors may revoke approval for Education Assistance prior to the planned start of classes in the event that the employee is no longer in good standing.

ii. All required forms are located on the HR Service Center portal at QuestHRSC.com under the Career & Development tab > Learning & Development > Education Assistance.

3. Approvals

After manager/supervisor approval is granted, submitted applications will be reviewed and approved by a representative at the HR Service Center (HRSC). Incomplete applications will not be accepted.

VII. Course Completion Standards

A. Minimum grade requirement:

Employees must meet the following minimum grade requirement to be eligible for reimbursement:

1. "C" or better for undergraduate courses

2. "B" or better for graduate level courses

3. "Pass" for a Pass/Fail course

VIII. Process of Reimbursement

Reimbursement will occur for successful program/course completion as described herein.

A. Employees must submit: (1) a grade transcript or an official grade report along with (2) receipts for expenses paid to HRSC within 45 calendar days of the course end date. Submissions for semesters near the year's end must reach HRSC prior to the final year-end payroll for the current calendar year. All bills for each course or semester should be submitted together to avoid multiple billings for each reimbursement item. Tuition payments cannot be deferred.

- B. HRSC will review the submitted request and communicate appropriate action with Payroll.
- C. Year-end reimbursements: If grades and paid receipts are submitted after year-end payroll processing has been completed, the reimbursement will be made in the first pay of the New Year, if practical. No W-2C's will be created for tuition purposes. Therefore, employees are encouraged to submit grades and receipts for classes taken at the end of the year prior to the last pay period of the year, to avoid any spillover into the following year (as this will specifically impact the annual cap for all program participation). Employees who fail to complete courses successfully or fail to submit timely required documentation will not be reimbursed.

IX. Tax Implications

Education assistance will be taxed in accordance with IRS provisions as appropriate.

A. Please remember for year-end cases, amounts paid in the present year will be applied to that same year annual cap.

B. For employees in Puerto Rico, all reimbursements will be treated according to local Puerto Rico tax restrictions and laws.

C. Employees will be taxed in accordance with any state provisions as appropriate; especially in regard to the Job-Related definition, which some states treat differently from the Federal definition; or in regard to graduate level which may be treated differently for taxation by some states.

X. Executive MBA Program Participation and Reimbursement

Expectations for Executive MBA level program participation warrant specific guidelines, as follows:

A. The Graduate Approval/Letter of Agreement must be completed and signed by all employees requesting Executive MBA level program participation, which indicates agreement to a three-year period of employment beyond receipt of degree and repayment terms for termination prior to the end of the three-year period. The agreement must include approvals with signatures from your immediate Supervisor/Manager, your Regional Vice President and Regional HRBP Director prior to enrollment.

B. Employee Payback Provisions: As stated above, the Graduate Approval/Letter of Agreement contains the required specified term of service and payback terms in the case of voluntary separation. This is to ensure maximum mutual benefit for employees and the company. Specific terms include the requirement for an employee to payback the full amount reimbursed if they were to leave the company within one year of program participation.

XI. Termination of Employment

A. Employees terminating employment with Quest Diagnostics, either due to resignation or for a reason that would not entitle them to benefits under the Quest Diagnostics Severance Plan, and are participating in an Executive MBA level program, are required to pay back any prior amounts according to the schedule identified on the Graduate Approval /Letter of Agreement, as follows:

| Date of Employee Separation | Percent of Repayment Due |
|------------------------------------|---------------------------------|
|------------------------------------|---------------------------------|

| | |
|--|------|
| Before completion of graduate program | 100% |
| | 75% |
| 0- 1 year after completion of the program | |
| | 50% |
| 1-2 years after completion of the program | |
| | 25% |
| 2- 3 years after completion of the program | |
| | 0% |
| After 3 years | |

Quest may amend the terms of the Educational Assistance Plan from time to time at Quest’s discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the Educational Assistance Plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

ADOPTION ASSISTANCE

Quest Diagnostics offers adoption assistance benefits to regular, full-time employees. You may receive assistance up to \$2,500 to help defray the expenses associated with the adoption of an eligible child. An eligible child is an individual who is under age 18 or is physically or mentally incapable of caring for him or herself when the adoption assistance is provided.

The payment is limited to one adoption per employee/family per calendar year. The benefit is available either at placement or after the finalization process is completed. Payments are taxable to the employee as ordinary income.

Qualifying adoption expenses are:

- Reasonable and necessary adoption fees
- Court Costs
- Attorney fees
- Travel expenses (including amounts spent for meal and lodging) while away from home

Other expenses directly related to, and whose principal purpose is the legal adoption of an eligible child.

Quest may amend the terms of the Adoption Assistance Plan from time to time at Quest’s discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in the Adoption Assistance Plan, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to

provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

OTHER COMPANY-PROVIDED BENEFITS

Employees are eligible to participate in other Quest-provided benefits, to the extent as other Quest employees, subject to the terms and conditions of those benefit plans. Quest may amend the terms of these plans from time to time at Quest’s discretion, provided such amendments are also made for all members of the Transitioning Team Members and/or all Quest non-exempt employee participants in these plans, as applicable. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date, in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

Those benefits currently include:

- Additional Healthy Quest Resources
 - Blueprint for Wellness (annual health screening program)
 - Grand Rounds (second opinions and Blueprint for Wellness CONNECT)
 - Balance (mental health assessment)
 - Employee Assistance Program (EAP)
 - Sanvello (stress relief app)
 - Quest Select Lab Benefit (Quest will provide 100% free lab benefit at any Quest facilities if enrolled in a Quest qualified medical plan)
 - Teledoc (Virtual care)
 - Onduo (managing type 2 diabetes)
 - Carrum Health (no-cost orthopedic/bariatric surgery)
 - Work Stride (cancer support)
 - Quit for Life (tobacco cessation)
- RecognitionQuest
- Quest Benefits Plus – Voluntary Benefits and Discount Programs
- Educational Assistance
- Matching Gifts Program
- Adoption Assistance

EFFECTIVE DATE AND TERMINATION

The parties’ future collective bargaining agreement will remain in full force and effect from January 1, 2021 until December 31, 2023.

HPAE

By: _____

Date: _____

Quest Diagnostics Incorporated

By: _____

Date: _____