

QUEST DIAGNOSTICS AND HPAE TENTATIVE AGREEMENT
NON-ECONOMIC
October 22, 2020

The following terms constitute non-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 non-economic provisions herein.

UNION RECOGNITION

Quest hereby recognizes the Union as the sole and exclusive bargaining agent on behalf of all the employees in the collective bargaining unit.

The collective bargaining unit is defined as follows: [Classifications located at the laboratory at Palisades Medical Center, 7600 River Road, North Bergen, NJ 07047 - TBD], but excluding all other supervisors and guards as defined in the National Labor Relations Act.

In the event an entire operation or any part thereof is taken over by receivership or bankruptcy proceeding, such operation shall continue to be subject to terms and conditions of this Agreement for the life thereof.

In the event of an acquisition of Quest or a merger of Quest, this Agreement and its terms and conditions shall be binding on all parties, including the successor entity, for the life thereof, to the extent legally permissible.

Quest will notify the Union of a signed letter of intent to affiliate, merge, or consolidate with another institution or organization within fourteen (14) calendar days of the signing of the letter of intent.

Bargaining unit work will not be assigned to non-bargaining unit employees if such assignment would result in the reduction of hours, layoff or abolishment of positions of bargaining unit members. This does not limit Quest's ability to train and develop employees or maintain the efficiency of the operation.

UNION SHOP AND CHECK OFF

It shall be a condition of employment that all employees of Quest covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective

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date of this Agreement shall, on the thirtieth calendar day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth calendar day following the beginning of such employment become and remain members in good standing in the Union. Where the effective date of the Agreement is made retroactive, the execution date shall be substituted for the effective date.

The failure of any employee to become a member of the Union at the required time shall obligate Quest, upon written notice from the Union to such effect, and providing that the Union membership was available on the same terms available to other members, to discharge such person.

Further, failure of any person to maintain his/her membership in good standing as required herein shall, upon written notice to Quest by the Union to such effect, obligate Quest to discharge such person.

A. Full-Time and Part-Time employees hired after the effective date of this Agreement shall be on probation for a period of ninety (90) calendar days. This probationary period may be increased by an additional thirty (30) calendar days at the option of Quest with notice to the Union. Accrual and usage of benefits shall not be affected by this thirty (30) calendar day extension.

B. Quest shall have the right to discharge employees during their probationary period with or without cause, and such discharge shall not be subject to the grievance and arbitration procedures of this Agreement.

Upon the satisfactory completion of probationary period, employees shall be placed upon the seniority list as of their hiring dates.

Upon receiving the written authorization of an employee, Quest agrees to deduct from each paycheck membership dues/fees in such amounts as shall be fixed pursuant to the by-laws and constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

Quest agrees it shall forward to the Union, by the 25th of the month following the month for which the dues are collected, a check representing such Union dues and a list of names of employees from whom the deductions were made, the amount deducted, hourly rate of pay and the number of hours worked.

All information will be provided to the Union by hard copy and in computer diskette form compatible with the specifications given by the Union.

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Quest agrees to notify the Union with the monthly check-off list of the hire of all employees, their addresses, classification, rate of pay, last four digits of social security number or employee ID number, date of hire and the date of birth, and of all removals from the employee payroll and the amount of dues deducted. Quest shall also inform the Union of changes in the status of employees on the payroll (i.e., full-time to part-time, leave of absence, etc.).

Quest shall provide new employees with a dues deduction authorization form, supplied by the Union, at the end of thirty (30) calendar days of employment and shall forward the signed authorization form to the Union office.

Quest shall provide to the Union the following information for all new hires monthly, the employee's name, address, phone number, classification, rate of pay, last four digits of social security number or employee ID number, and date of birth. Quest will notify the Union of changes in the status of employees on the payroll (i.e. full-time to part-time, leave of absence, terminations) monthly.

Quest shall provide an updated list of bargaining unit employees every six (6) months, in January and July that shall include employee's name, address, phone number, classification, department rate of pay, last four digits of social security number/employee ID number, date of hire and date of birth. Quest will notify the Union in writing of an employee's retirement and provide the Union with the last known address.

All information shall be provided on an Excel spreadsheet as an attachment to an email.

The Union agrees that it will indemnify and hold Quest harmless from any recovery of damages sustained by reason of any action taken under this Article.

Quest will provide payroll deduction for HPAE' s Committee on Political Education (COPE). Upon receipt of a voluntary, duly authorized check- off authorization, Quest shall deduct such amount of monies authorized by employees for the Union's political action fund called HPAE Committee on Political Education (COPE). The amount of money deducted from employees' paychecks and an itemized list of such deductions shall be forwarded to the Union no less than one (1) time per month and no later than one (1) month following the deductions.

CONDUCT OF UNION BUSINESS

Non-employee authorized Union representatives may enter the Quest facility within Palisades General for the purpose of investigating grievances and ascertaining whether the provisions of this Agreement are being complied with, provided there is no interference with patient care or interruption of work or administration of Quest, and provided further, that prior to

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entering Quest facility within Palisades Medical Center, they shall first obtain authorization from a designated representative of Quest.

Orientation of New Employees - The Union shall be given the opportunity to address new employees as a formal part of the orientation process. The Union will provide Quest with the agenda of such presentation.

SHOP STEWARD

The Union may appoint one of their accredited members to act as Shop Steward and five alternates (all of which will be referred to as "Shop Stewards"). The Union shall notify the Company in writing of the name of the Stewards.

The authority of a Shop Steward shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances in accordance with the provision of the collective bargaining agreement.

The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers.

Union representatives will inform their supervisor when they are leaving their work area prior to leaving to conduct Union business and approximately when they expect to return.

Representatives have no authority to take strike action, or any other action interrupting Quest operation, except as authorized by official action of the Union.

All correspondence addressed to Quest for the President of the Union shall be directed to the President.

SENIORITY

Seniority is defined to mean the length of continuous service with Quest from the date of last hiring. Employees who became Quest employees through the transaction with Hackensack Meridian will receive seniority credit equal to their current seniority status.

Irrespective of their seniority, the Union officers, shall be the last ones laid off and the first ones rehired, provided that they are qualified to fill such jobs that are available to them.

LAYOFF/REDUCTION OF HOURS

Should a layoff or reduction of hours be necessary, the anticipated length and reasons for such shall be sent to the Union. Such notification shall be given as soon as possible. A

minimum layoff notice of twelve (12) calendar days shall be provided to the Union, the affected employees and those who might be affected, except in cases of an unplanned layoff.

An unplanned layoff shall be defined as circumstances which render Quest unable to operate in whole or in part and Quest does not have advanced notice such as fire, flood, explosion, equipment failure, war, act of God or other disaster.

At the request of the Union, Quest will meet with the Union to discuss any matters the Union has concerning the layoff or reduction of hours.

In case of a layoff, the following procedure shall be applied to an affected employee in order of Quest-wide seniority:

Quest will first seek volunteers. If there are no volunteers, then,

The most senior affected employee shall be offered a choice of any vacant position for which s/he has the qualifications and abilities to perform the job. Rather than deny an employee the right to move into a vacant position that the employee has most but not all the qualifications needed, Quest will make its best efforts, on a case-by-case basis, to allow the employee a reasonable training period in the vacant position.

After an employee has completed a reasonable training period and s/he is not able to perform the job then s/he may continue to exercise their layoff rights as per Article 5.3D.

If the employee refuses a vacant comparable [same shift, classification (i.e., part-time or full-time), job title, and rate of pay] position, s/he will be placed in a layoff status.

If there is no comparable vacant position for which the affected employee has the ability to perform, the employee may bump as follows, provided s/he has the necessary qualifications and abilities to perform the job. Rather than deny an employee a requested bump into a position that the employee has most, but not all of the qualifications needed, Quest will make its best efforts, on a case-by-case basis, to allow that employee a reasonable training period in the position.

After an employee has completed the reasonable training period and s/he is not able to perform the job then s/he may continue to exercise their layoff rights as per Article 5.3D.

A Full-Time employee can bump the least senior Full-Time or least senior Part-Time employee at the option of the affected employee.

A Part-Time benefit eligible employee can only bump a Part-Time benefit eligible or Part-Time non-benefit-eligible employee. A Part-Time non-benefit-eligible employee can only bump a part-time non-benefit eligible employee.

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A laid off employee is eligible to work in the per diem float pool.

The most senior employee may bump the least senior employee on the same shift and in the same classification (i.e., Full-Time or Part-Time). If there is no less senior employee on the same shift and in the same classification who the employee can bump, then,

Viewing the employees on the other shifts as one group, the most senior employee may bump the least senior employee in this group in the same job title.

If the employee chooses not to bump the least senior person in the bargaining unit pursuant to Article 5.3 (D)(4), the employee will have been deemed to have waived his/her bumping rights and will be placed in a layoff status.

Each affected employee will have two (2) working days from the date of notification of layoff and bumping options in which to advise Quest whether or not they intend to bump.

All layoffs will occur on the designated effective date of the layoff provided the appropriate notice has been given. Bumping rights will not be affected by the layoff.

Employees who are in the process of exercising their bumping option after notice of layoff and who successfully bump, will be entitled to use accrued but unused paid time off ("PTO"), or holiday time for time missed from work because of a delay in the process, up to a total of ten (10) days.

Quest shall send notice of layoff to the affected employees either by personal delivery in Quest or by certified and regular mail to the address provided by the employee. It shall be the responsibility of the employee to provide an address at which the employee can be reached in a timely fashion of the sending of the notice by Quest.

The accrual, maintenance and use of seniority and benefits will be the same as if an employee was on an unpaid leave of absence.

In the case of a reduction of hours in a department or unit, Quest will first seek volunteers, then,

The least senior employee in the unit or department will have their hours reduced, provided the remaining employees have the necessary skills and ability to perform the remaining available work.

If the employee does not wish to take a reduction of hours, s/he will be offered a choice of accepting any vacant position for which s/he possesses the necessary skill and ability to perform.

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If there are no vacant comparable positions for which the employee has the ability to perform, the affected employee may bump the least senior employee on his/her shift, provided s/he has the necessary skills and ability to perform the job. The affected employee may only bump into a position whose hours are fewer than or equal to the regularly scheduled hours of the position of the bumping employee.

An employee who chooses not to 1) bump, 2) accept the vacant comparable position, or 3) accept a reduction of hours, will be placed in a layoff status.

No Per Diem will be used to replace a laid off Full-Time or Part-Time employee or a Full-Time or Part-Time employee whose hours have been reduced. This provision does not affect Quest's right to hire and use Per Diems.

RECALL: Employees in a recall status will have first preference for any vacant position for which they have the ability and skills to perform. Employees will be recalled in the reverse order in which they were laid off.

Employment shall be deemed terminated and seniority shall be deemed broken under the following circumstances:

When an employee is laid off for a continuous period equal to his/her length of service or one (1) year, whichever occurs first.

When an employee is discharged for cause;

When an employee voluntarily quits his/her job;

Extending a leave of absence without prior notification to Quest Human Resources and the employee's manager;

Working for another employer on or off the books while on a medical or workers' compensation leave of absence.

In rehiring after layoff, Quest shall send notice to the employees by certified mail or telegram to the last known address appearing on Quest's records. If within three (3) days of receiving such notice, an employee fails to report, the job may be permanently filled. If the employee contacts Quest within ten (10) days after notification, s/he is then eligible to be recalled to the next available position. If during this period, the employee fails to contact Quest, s/he will be deemed as having voluntarily resigned; or.

When an employee has not been returned to work within six (6) months from the date they were ready to return from a leave of absence, but in no event more than eighteen

(18) months from the date of commencement of the leave of absence.

Quest shall maintain a seniority list showing the names of employees, date of hire, classification and department and shall keep such list current. Quest shall provide a copy of said list to the Union every six (6) months.

LEAVE OF ABSENCE

All employees will be entitled to all federal, state, and local leaves of absence, if eligible, which are either in effect during the term of this Agreement or which are adopted during the term of this agreement, including, but not limited to, any rights under the Federal Family and Medical Leave Act, the Americans with Disability Act, the New Jersey Family Leave Act, and USERRA.

DISCHARGE AND DISCIPLINE

Quest shall not discharge, discipline or suspend any employee without just cause.

The Union, the Shop Steward, and the employee involved shall be advised in writing of any discharge, suspension or disciplinary action. A copy of the notice given to the employee shall be mailed to the Union within forty-eight (48) hours.

A grievance by an employee claiming that s/he has been unjustly or improperly discharged, disciplined or suspended must be submitted to Quest, in writing, within ten (10) days of the written notification of discharge, disciplinary action or suspension.

Discharges or suspensions shall be brought directly to Step 3 of the grievance procedure. If a grievance is not submitted within the time limit provided herein, the rights of the grievant and/or Union shall be considered to have been waived under this Article.

The time limits specified herein shall exclude Saturdays, Sundays and holidays.

Prior to an employee being brought into a disciplinary conference, or an investigational conference that may lead to discipline of the employee being interviewed, a Quest representative shall inform the employee of the nature of the conference, including the possibility of a discipline being issued, an employee shall have the right to have a Shop Steward at either of these conferences. In the event a Shop Steward is requested, but not available, Quest may temporarily remove the employee from the performance of his/her work but may not proceed with the discipline until such time as a representative is available.

A discipline shall not be issued more than twenty-five (25) days after the event/incident that led to the issuance of the discipline. Discipline resulting from complaints from regulatory agencies, patient complaints, and discipline issued under Quest's Attendance/Lateness Policy and Procedure will be excluded from this limit.

For disciplines involving "no-call, no-show" the first discipline will be a two-day

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suspension. The discipline shall be removed from the employee's personnel record after twelve (12) months, if there are no further disciplines for "no-call, no-show" during the twelve (12) month period.

Absenteeism and Lateness

Absences and lateness are factors considered in determining overall job performance.

Therefore, excessive absenteeism and/or lateness can result in disciplinary action up to and including termination of employment. Employees should adhere to departmental expectations and guidelines with respect to call-out protocols.

Employees are responsible for remaining informed of these practices and/or any changes in practices as they occur.

ABSENTEEISM

An occurrence of absenteeism is defined as:

Call outs or absences greater than two-thirds of a scheduled shift that were not authorized or previously scheduled and approved or were not covered by any other approved time off provided for in this Agreement

Process:

During normal weekdays and non-Holiday time:

1 or 2 consecutively scheduled days out of work as defined above= (1) occurrence
3 or more consecutively scheduled days out of work as defined above= (2) occurrences.

During a weekend shift (beginning 7pm Friday and ending 7am Monday) or Holiday (beginning 12am on the "eve" of the Holiday and ending 12am the day following the Holiday):

The number of occurrences will be equal to the cumulative and actual number of days absent.

Guidelines:

Excessive absenteeism is defined as follows:

For employees working 8-hour shifts: 5 occurrences in a rolling 12-month period starting with the date of first occurrence.

For employees working 10-hour shifts: 4 occurrences in a rolling 12-month period

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starting with the date of first occurrence.

For employees working 12-hour shifts: 3 occurrences in a rolling 12-month period starting with the date of first occurrence.

To the extent permitted under federal and state law, and at the supervisor's discretion, employees may be asked to present a physician's note. It is not necessary to include a diagnosis or personal and private medical information on this document.

LATENESS

An occurrence of lateness is defined as:

Arriving at assigned workstation greater than 5 minutes after the scheduled start time of the shift and/or failing to return in a timely manner from a meal break or work break.

Employees are required to adhere to departmental guidelines if they work in areas where they are required to change into and out of scrubs or other required uniforms to perform their job duties.

Guidelines:

Excessive lateness is defined as 5 occurrences in a rolling 12-month period starting with the date of first occurrence.

GRIEVANCE AND ARBITRATION

For the purpose of this Agreement, a grievance is defined as a dispute arising out of the application or interpretation of any of the provisions of this Agreement or any Quest rule, regulation or practice and shall be processed in the following manner:

STEP 1. An employee having a grievance and/or his/her Union representative shall arrange a meeting with the employee's immediate supervisor for the purpose of discussing the grievance.

STEP 2. If the grievance is not resolved in Step 1, the employee and/or the representative shall within ten (10) days of the occurrence giving rise to the grievance submit a grievance in writing to the Human Resources/Personnel Department. The grievance shall be considered resolved unless submitted in writing within the time limit provided herein.

The Manager or other representative of Quest shall meet with the Union representative within five (5) days of the receipt of the written grievance and will respond in writing within five (5) days of the close of that meeting.

The grievance shall be considered resolved unless written notification of going to Step 3 is

received by Quest within five (5) days of Quest Step 2 reply.

STEP 3. If the grievance is not resolved at Step 2, a meeting shall be held between the [TBD], or any other representative within five (5) days of the Step 2 reply.

Quest shall respond in writing as to their decision within seven (7) days of the close of that meeting.

STEP 4. ARBITRATION: If a grievance is not satisfactorily adjusted during the foregoing Steps, the Union may refer the matter to arbitration within thirty (30) calendar days of the receipt of Quest's Step 3 answer, by giving notice to Quest and to the American Arbitration Association in writing of intent to arbitrate. The Union may automatically extend the time limit for referring a matter to Arbitration for fifteen (15) calendar days by giving written notice to Quest within the said fifteen (15) day period. If the Union fails to refer the grievance to arbitration within thirty (30) calendar days of receipt of Quest's Step 3 answer (or thirty (30) calendar days if the Union extends the time), the grievance shall be considered waived under this Article.

All grievances and written answers given thereto at Step 3 shall refer to the relevant articles of the collective bargaining agreement. All grievances shall be in writing and signed by the aggrieved employee or representative. Grievances may be written on Quest time.

Failure by Quest to answer a grievance within the time prescribed at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

Both parties agree to accept the decision of the arbitrator as final and binding. If either party fails to comply with the award of the arbitrator or the procedures of this Article, either party has a right to take all legal action to enforce compliance.

The arbitrator appointed under the above procedure shall interpret the provisions of this Agreement and shall have no power to enlarge upon or reduce the obligations of the parties under the Agreement.

The arbitrator's fee shall be borne equally by Quest and the Union.

For the purposes of this Article, "days" when used herein shall exclude Saturdays, Sundays and Holidays unless preceded by the word "calendar", in which case all days including Saturdays, Sundays and Holidays shall be counted. The day of the occurrence shall not be counted in computing the time limits herein.

The parties may mutually agree, in writing, to extend any of the time limits herein. All grievances submitted to arbitration shall be heard within 180 days of the date the grievance was filed for arbitration.

Attendance at the first step grievance meeting shall be limited to the grievant, his/her Union

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Representative and the supervisor. Attendance at the second step meeting shall be limited to the supervisor and the Assistant Vice President, the Shop Steward and the grievant. Attendance at the third step meeting shall be limited to the [TBD] and his/her designee, the grievant and any witnesses requested by the parties. The HPAE staff person shall not be counted for the purpose of these limitations.

STRIKES AND LOCKOUTS

Neither the Union nor any of the employees covered by this Agreement shall engage or participate either directly or indirectly in any strike, slowdown, cessation or interruption of work, interference with the shipment of goods or materials, boycott, picket line, or interference with the operation of Quest in any way.

In the event a violation of this Section, the Union, upon being notified, shall immediately order orally and by telegram (with a copy to Quest) all employees covered by this agreement to return to work notwithstanding the existence of a picket line.

Quest shall have the right to discipline or discharge employees engaging in, participating in, or encouraging such action, and only an issue of fact as to whether or not any particular employee engaged in, participated in or encouraged any such violation is subject to the grievance procedure and/or arbitration.

Quest agrees that it will not lockout its employees.

NON-DISCRIMINATION

No employee shall be discriminated against directly or indirectly because of his/her membership in or activity on behalf of the Union. Quest and the Union are committed to the principles of equal employment and affirmative action and will not discriminate in the recruitment or employment practices on the basis of race, color, creed, citizenship status, ethnicity, national origin, ancestry, marital status or domestic partnership status, gender, pregnancy, age, religion, affectional or sexual orientation, gender identity and expression, genetic information, atypical cellular or blood trait, mental or physical disability and veteran status or any other protected status in accordance with all federal, state and local laws.

NOTIFICATION

All correspondence to the Union, unless otherwise specified herein, shall be addressed to the President of the Union, located at 110 Kinderkamack Road, Emerson, New Jersey, 07630.

SEPARABILITY

If any provision of this Agreement is held to be in violation of any present or future law, it shall be null, to that extent, and void and the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

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MANAGEMENT RIGHTS

The management of Quest and the direction of the working force are vested exclusively with Quest except where expressly abridged by a specific provision of this agreement. Quest retains the sole right to hire, discipline, discharge, lay off, transfer and promote, to reasonably determine or change the starting and quitting time, and the number of hours to be worked; to promulgate the reasonable rules and regulations; to subcontract work; to discontinue, reorganize or combine any department or operation; to assign, combine, revise or modify job duties; to introduce new or improved methods or facilities; and, in all respects, to carry out the ordinary and customary functions of management.

None of the rights contained herein shall be exercised in a capricious or arbitrary manner.

Quest shall notify the Union of changes in policies and practices and shall discuss with the Union upon request the effects of such changes upon bargaining unit employees. The preceding sentence shall not be deemed as a waiver by the Union of any right it may have to negotiate under this agreement or applicable law. Neither party shall delay scheduling such discussion.

Whenever a substantial change is effected in any job which results in substantially increased or decreased responsibilities, or which may call for a reclassification as to skill, or whenever a new job is established, a new wage rate and/or job title for said job shall be established by Quest as to reflect properly the job content. Quest shall notify the Union whenever a new wage rate and/or job title are established.

A job so rated shall be given no less than forty-five (45) working days' trial period. At the end of such period, if the Union does not agree to the new rate and/or job title, it shall be subject to negotiation by the parties; and if they fail to agree, it shall be subject to arbitration as provided for in this Agreement, provided that the Arbitrator's authority shall be limited to a determination of the appropriate rate of pay and/or job title based upon a comparison with existing rates of pay and/or job titles of employees of Quest performing comparable work wherever such exists.

PERSONNEL FILES

An employee shall be granted access to his/her personnel files within forty-eight (48) hours of receipt of a written request for access made to [TBD]. Photostat copies of documents in the personnel file will be provided to the employee at a cost of twenty-five (.25¢) cents per page.

The employee may rebut any derogatory material in his/her file by submitting a written account of his/her version which shall be attached to the rebutted material. Disciplines, including written memoranda of verbal warnings, written warnings, suspensions, or termination, and any other preceding ones, falling outside an active twelve (12) month floating period, which is measured back in time from the most recent occurrence of the

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same nature (be it work performance, work habits or attendance), shall not be used as the basis for any future disciplinary action.

Employee performance evaluations and conference memoranda are not disciplinary actions and therefore are not grievable. However, an employee may be disciplined for conduct discussed in the evaluation or during the conference, which discipline shall be communicated in a separate disciplinary notice and subject to **[Fill in]**.

Quest shall maintain records on team members that will be available to authorized users on a need-to-know basis. Employees are responsible for reporting changes in personal data to the Human Resources Department.

Because personnel records contain sensitive information, persons who use or are responsible for creating/maintaining personnel records are obligated to protect such information from unauthorized use or disclosure of the actual files. Nothing in this section prohibits employees from discussing terms and conditions of employment.

Internal Requests:

Current team members requiring specific information relevant to the performance of their job will be permitted access to documents in their personnel file which have their signature. Employment records may be viewed by team members upon request and in the presence of a Human Resources Department representative. In the event employees believe their records have incorrect or incomplete information, they may submit a written response or explanation which will be included in the file. Employees who are actively employed can request copies of any document in their file that contains their signature. Such copies will be made at a cost of \$.25 per page.

External Requests:

Verification or release of personal team member information to outside sources may be supplied only if authorized in writing by the team member (i.e., mortgages), required by a valid legal process (i.e., court order or subpoena), or requested on an emergency basis by law enforcement officials. With respect to job reference requests, responses to such inquiries will confirm only dates of employment, job title, and verification of salary.

LABOR/MANAGEMENT COMMITTEE

A Labor-Management Committee composed of **[TBD]** selected by Quest and **[TBD]** selected by the Union shall meet to discuss mutual solutions to problems affecting Labor-management relations at Quest in a sincere attempt to improve the parties' basic relationship. The Labor-Management Committee shall meet quarterly on a date mutually agreeable to both parties and ad hoc as necessary. Time spent at Labor-Management Committee meetings

will be compensated. Quest **[TBD]** and the Union President shall be considered as ex-officio members of this committee.

SAFETY & HEALTH

Quest shall make every effort to maintain a safe and healthy workplace.

No employee shall be expected to perform work that is dangerous to their personal safety and health.

DISASTER RELIEF EFFORTS

Any staff (up to two (2) in a given year), willing to aid in any FEMA or State declared disaster, can apply for a 1-week unpaid leave of absence. Any leave of absence for this purpose will be up to the discretion of Quest. If more than two (2) employees apply for such a leave, any leave for this purpose will be based on seniority. Leave of absence for this purpose will not be unreasonably denied.

HPAE

R. Haberman II 11/9/20

Quest Diagnostics Incorporated

W. J. [Signature] 11/2/20

