

AGREEMENT

This Agreement made on November 24, 2020, by and between QUEST DIAGNOSTICS and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to maintain, promote and improve the industrial and economic relations between Quest Diagnostics and its employees and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment.

Now, therefore, the parties hereto mutually agree as follows:

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.”

ARTICLE 1. 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: all phlebotomists, laboratory assistants, medical technologists, and lead medical technologists located at the laboratory at Palisades Medical Center, 7600 River Road, North Bergen, NJ 07047, 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.

ARTICLE 2. 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 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.

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.

ARTICLE 3. 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 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.

ARTICLE 4. UNION REPRESENTATIVE

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

The authority of a Union Representative 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.

ARTICLE 5. 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.

ARTICLE 6. 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.

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.

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.

ARTICLE 7. 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.

ARTICLE 8. DISCHARGE AND DISCIPLINE

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

The Union, the Union Representative, 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 Union Representative at either of these conferences. In the event a Union Representative 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 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 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.

ARTICLE 9. 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 Co-Grievance Chairperson and the East Region Human Resources Director or their designated 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 Representative and the supervisor. Attendance at the second step meeting shall be limited to the supervisor and the Assistant Vice President, the Union Representative and the grievant. Attendance at the third step meeting shall be limited to the Co-Grievance Chairperson and the East Region Human Resources Director or their designated representative, the grievant and any witnesses requested by the parties. The HPAE staff person shall not be counted for the purpose of these limitations.

ARTICLE 10. 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.

ARTICLE 11. 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.

ARTICLE 12. 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.

ARTICLE 13. 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.

ARTICLE 14. 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.

ARTICLE 15.

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 the East Region Human Resources Director or their designated representative. 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 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 Article 9, the Grievance and Arbitration Article of this Agreement.

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.

ARTICLE 16. LABOR/MANAGEMENT COMMITTEE

A Labor-Management Committee composed of one individual selected by Quest and two individuals 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 East Region Human Resources Director and the Union President shall be considered as ex-officio members of this committee.

ARTICLE 17. 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.

ARTICLE 18. 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.

ARTICLE 19. WAGES AND SHIFT DIFFERENTIALS

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.

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.

ARTICLE 20. 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.

ARTICLE 21. 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.

ARTICLE 22. 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.

ARTICLE 23. 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.

ARTICLE 24. 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.

ARTICLE 25. 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.

ARTICLE 26. 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, provided Quest has met with the Union Representative to gain the Union Representative's consent prior to requiring any employee with twenty-five (25) years or more of seniority to work and has provided reasonable documentation upon request demonstrating the measures taken to cover the weekend work. (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, 2023.

ARTICLE 27. MEAL PERIODS AND REST BREAKS

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.

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.

ARTICLE 28. 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.

ARTICLE 29. 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.

ARTICLE 30. 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.

ARTICLE 31. 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.

ARTICLE 32. 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.

ARTICLE 33. 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.

ARTICLE 34. 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.

ARTICLE 35. 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.

ARTICLE 36. 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.

ARTICLE 37.

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.

ARTICLE 38.

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.

ARTICLE 39.

HPAE RETIREE MEDICAL TRUST (VEBA)

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.

ARTICLE 40.

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

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.

ARTICLE 41. 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.

ARTICLE 42. 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

ARTICLE 43.

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: Michelle Wilson President

Date: 12/10/2020

By: Lyndee

Date: 12/10/2020

By: Louise Rodriguez

Date: 12/10/2020

Quest Diagnostics Incorporated

By: William J.

Date: 12/9/10