HPAE LOCAL 5030 & QUEST DIAGNOSTICS

AGREEMENT

This Agreement made on **January 1, 2024**, by and between QUEST DIAGNOSTICS and the HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

ARTICLE 1. <u>UNION RECOGNITION</u>

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 lab technicians, medical lab scientists, and lead medical lab scientists 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. <u>UNION SHOP AND CHECK OFF</u>

Union Security

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, although an employee's extended absence, such as their use of short-term disability, shall not count towards the 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.

Dues Check-off

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 or electronic transfer 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 in electronic, excel spreadsheet format.

Quest agrees to provide the Union, with its submission of the monthly check-off list, a list of all employees, including any newly hired employees their addresses, phone numbers, classification, rate of pay, employee ID number, date of hire, date of birth, the amount of dues deducted, and a list of all employees removed from the payroll, including any retirements. In this same list, 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.).

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

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.

The Union agrees that it will indemnify and hold Quest harmless concerning any controversy that may arise out of the dues check-off provision granted to the Union.

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 suchpresentation.

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 must obtain prior approval from their supervisor before leaving their work area. The employee must also inform their supervisor 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.

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.
- Employee retirement;

- Failure to report to work ("no-call / no-show") for a period of two (2) consecutive scheduled working days without notice to Quest and submission of a justifiable excuse for such absence;
- 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.

ARTICLE 6. LAYOFF/REDUCTION OF HOURS

Layoffs

If the Company determines it will conduct a layoff, the anticipated length and reasons for such decision shall be communicated 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. 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.

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.

Layoffs may be effectuated on a classification or shift basis. When Quest decides to layoff employees, it will first seek volunteers working in the classification and/or shift in question; if there are no volunteers, layoffs will be conducted based upon employee qualification, skill, competency, and/or certification. Where two or more employees' qualifications, skills, competencies, and/or certifications are equal, Quest will conduct layoffs in reverse seniority order. When an employee is permanently laid off, the following shall apply: In case of a layoff, the following procedure shall be applied to an affected employee in order of Quest-wide seniority:

The most senior affected employee shall be offered a choice of any vacant position in the bargaining unit for which s/he has the qualifications, skill, competency, and/or certification to perform the job. If the employee refuses

a vacant comparable position (same shift, classification [i.e., part-time or full-time], job title, and rate of pay) for which they are qualified to take, s/he will be placed in a layoff status.

Employee Layoff Bumping Procedures

If there is no comparable vacant position for which the affected employee is qualified to perform as provided above, then the employee may bump within the bargaining unit as provided herein, provided s/he has the necessary qualifications, skills, competencies, and/or certifications to perform the job s/he is requesting to bump to. 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, which shall not exceed thirty (30) days.

After an employee has completed the reasonable training period provided above, and s/he is not able to perform the job, then Quest may proceed with laying off the employee. Regardless, a laid off employee is eligible to work in the per diem float pool.

Affected Full-Time employees may bump an unaffected least senior Full-Time or unaffected 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.

Furthermore, the most senior employee may only 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 consistent with the processes described above in this section.

If the employee chooses not to bump, 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.

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, during a temporary layoff of thirty (30) days or less, will be the same as if an employee was on an unpaid leave of absence.

Reduction of Hours

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

The least senior employee in the classification or shift will have their hours reduced, provided the remaining employees have all the qualifications, skills, competencies, and/or certifications 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 all the qualifications, skills, competencies, and/or certifications 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 the bumped employee has the qualifications, skills, competencies, and/or certifications and ability to perform the job whose hours are reduced. 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 from Layoffs

Employees laid off will be placed in a recall status. These employees will have first preference for any vacant position for which they have the skills, qualifications, certifications, and/or competency to perform. Employees will be recalled in the reverse order in which they were laid off.

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.

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. <u>DISCHARGE AND DISCIPLINE</u>

Quest shall not discharge, discipline or suspend any bargaining unit employee without just cause. All bargaining unit employees are subject to Quest's HR policies and procedures, including its Performance & Attendance policy as revised on June 1, 2023. Such policies, excluding the Performance & Attendance policy, may be updated from time-to-time at Quest's sole discretion. Such policies are only applicable to the extent they do not conflict with any language contained in this Agreement.

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.

The time limits specified herein shall exclude Saturdays, Sundays and holidays as provided in this Agreement.

For any 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, and that the employee shall have the right to have a Union Representative, if they so choose. 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.

ARTICLE 9. GRIEVANCE AND ARBITRATION

For the purpose of this Agreement, a grievance is defined as a written 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:

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.

<u>STEP 1</u>. 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.

<u>STEP 2</u>. 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 Business Partner. The grievance shall be considered waived and closed unless it is submitted in writing within the time limit provided herein.

The Supervisor or other representative of Quest, along with the Human Resources Business Partner, 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 waived and closed unless written notification of the employee and/or the Union's intent to proceed 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, the employee and/or the representative may, within ten (10) days of Quest's Step 2 response, submit a Step 3 grievance to the Employee Relations Partner. If the Union timely moves the grievance to Step 3, a Step 3 meeting shall be held between the Co-Grievance Chairperson an Employee Relations Partner, and the Lab Manager or their designated representative(s) within five (5) days of the Step 3 notification.

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 resolved at Step 3, 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 above thirty (30) calendar 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 forty-five [45] calendar days if the Union extends the time), the grievance shall be considered waived and closed under this Article.

All grievances and written answers given thereto shall refer to all relevant articles of the collective bargaining agreement claimed to have been violated and a detailed statement as to the circumstances giving rise to the grievance, including dates on which the perceived violation was committed. All grievances shall be in writing and signed by the aggrieved employee or representative. Grievances may be written on Quest time as long as it doesn't interfere with the employee's assigned work.

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 only have the authority to interpret the provisions of this Agreement, and shall have no power to modify any

language, nor enlarge upon or reduce the obligations of the parties under the Agreement.

The arbitrator's fee, as well as any venue costs, 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 as recognized under this Agreement, 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 Human Resources Business Partner, the Union Representative and the grievant. Attendance at the third step meeting shall be limited to the Co-Grievance Chairperson, an Employee Relations Partner, the Lab Manager, the grievant and any witnesses requested and approved by the parties. The HPAE staff person shall not be counted for the purpose of these limitations.

ARTICLE 10. <u>STRIKES AND LOCKOUTS</u>

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 phone and email (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. <u>NON-DISCRIMINATION</u>

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. <u>NOTIFICATION</u>

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. <u>SEPARABILITY</u>

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

Former and current employees may request a copy of his/her personnel files within five (5) business days by contacting the HR Service Center (855-411-8511). The employee will be provided with an electronic copy of their personnel file.

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:

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 two individuals 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's Human Resources Business Partner 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.

Quest commits to abide by any Hospital policies and procedures related to "communicable diseases" effective as of the date of this Agreement. To the extent the Hospital modifies any of its policies and procedures on "communicable diseases," the parties agree to meet within thirty (30) days of such modification to further discuss how these changes may affect bargaining unit employees.

ARTICLE 18. <u>DISASTER RELIEF EFFORTS</u>

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. <u>WAGES AND SHIFT DIFFERENTIALS</u>

Quest agrees that bargaining unit employees will receive a 4.0% increase in base hourly wage rate effective May 31, 2024, a 3.75% increase in base hourly wage rate effective May 31, 2025, and a 3.75% increase in base hourly wage rate effective May 31, 2026.

The following represents the minimum and maximum base hourly wage rates for each job classification. Quest reserves the sole discretion to implement additional wage increases during the life of this Agreement. Furthermore, the maximum hourly wage rate for each classification will increase by 2% each year of this Agreement. Any annual wage increase outlined in this Article shall not cause an employee to be paid in excess of the maximum wage rates listed below unless otherwise agreed to by both Parties.

For January 1, 2024, the minimum and maximum wage rates shall be as follows:

Job Title	Minimum	Maximum
Patient Services Rep I (Phleb)	\$19.00	\$22.77
Patient Services Rep II (Phleb)	\$21.00	\$25.05
Laboratory Assistant I	\$16.00	\$18.84
Laboratory Assistant II	\$17.50	\$25.50
Medical Lab Technician I	\$24.00	\$33.31
Medical Lab Technician II	\$27.00	\$37.00
Medical Lab Scientist I	\$30.00	\$40.35
Medical Lab Scientist II	\$33.00	\$47.50
Medical Lab Scientist Sr.	\$35.00	\$51.83
Group Lead, Med Lab Scientist	\$38.00	\$51.83

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:

 2^{nd} Shift -10% shift differential on base hourly wage rate 3^{rd} 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 on a Companywide basis. 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 seven paid (7) 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
- Diversity 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
$36 \div 5 = 7.2$	$30 \div 5 = 6$	$25 \div 5 = 5$	$20 \div 5 = 4$
Employee will be paid	Employee will be paid	Employee will be paid	Employee will be paid
7.2 hours for the holiday.	6 hours for the holiday.	5 hours for the holiday.	4 hours for the holiday.

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, 2024, are eligible for paid time off (PTO) under Quest's special PTO benefits policy.

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 non-exempt employees on a Companywide basis. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments and bargain over the effects of such amendments upon timely request from the Union.

PTO ACCRUAL RATES (40-Hour Workweek)

Effective Date	Hourly Acc	. Hours Accrued	Hours Accrued	Equivalent
	Rate	Weekly	per Year	Days per Year
Date of Hire	0.057692	2.31	120	15
1st Anniversary	0.076923	3.075	160	20
4th Anniversary	0.092307	3.69	192	24
8th Anniversary	0.103846	4.155	216	27
11 th	0.115384	4.615	240	30
Anniversary				
15 th	0.123076	4.925	256	32
Anniversary				
20th	0.130769	5.23	272	34

Anniversary		

Years of Service	Hours Paid/weekly	Accrual
Less than one year	28	28 X .057692 = 1.615376
5 years	21	21 X 092307 = 1.938448

Employees working less than 40 hours per week will accrue PTO on a prorated basis based on the length of service and hours paid. To determine accrual, take the numbers or hours paid and multiply that by the hourly accrual rate listed in the above chart.

ARTICLE 23. PTO HEALTH

Employees regularly scheduled to work twenty (20) or more hours per week effective January 1, 2024, 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 non-exempt employees Company-wide. 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.

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).

Quest agrees to meet with the Union within sixty (60) days of ratification to discuss how to simplify the PTO Health.

ARTICLE 24. FILLING VACANT POSITIONS WITHIN THE LAB

Quest retains sole discretion to fill, eliminate, and/or select candidates for any vacant positions within the bargaining unit. Should it decide to fill a vacant position, Quest will internally post open positions within the bargaining unit for a period of four (4) days. Simultaneous with that internal posting, Quest may also post the position externally. 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 skill, qualifications, competency, and/or certifications, 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 in skill, qualifications, competency, and/or certifications, date of hire will prevail.

Any current bargaining unit employees in the lab who were displaced by a Quest layoff 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.

Employees covered by this Agreement 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, skill, competency, and/or certifications 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, 2026.

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 bargaining unit employees with identical terms and conditions, and any amendments or changes made to the non-bargaining unit plans shall apply to bargaining unit employees on a pass-through basis. Non-bargaining unit plans offered to bargaining unit employees shall include Health Insurance, Quest Select Lab Benefit for applicable health plans, Dental Plan, Vision Plan, Short-Term and Long-Term disability benefits. Therefore, the parties agree that for bargaining unit employees, 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-bargaining unit employees.

Quest shall have the discretion to change providers, or to modify the health plan design and contribution levels. However, Quest shall maintain these benefits at the same level as it does for all non-exempt employees on a Company-wide basis. 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.

Payable January 1, 2024, all bargaining unit employees enrolled in a Quest medical benefits plan as of January 1 2024, will receive a one-time \$300 health and welfare stipend for out-of-pocket expenses.

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, 2024. 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 non-exempt employees on a Company-wide basis. 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.

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 non-exempt employees on a Company-wide basis. 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 non-exempt employees on a Company-wide basis. 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 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-inlaw or parents of a domestic partner, step parents, children (including unborn), step children (children of employee's spouse or domestic partner), son-in-law, daughterin-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 non-exempt employees on a Company-wide basis. 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. <u>HPAE RETIREE MEDICAL TRUST (VEBA)</u>

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. <u>EDUCATIONAL ASSISTANCE</u>

Employees will be eligible to participate in Quest's Education Assistance Policy, subject to the terms and conditions of that plan, effective January 1, 2024. Quest may amend the terms of the Education Assistance Policy from time to time at Quest's discretion, provided such amendments are also made for all non-exempt employees on a Company-wide basis. Quest will notify the Union thirty (30) calendar days prior to effective date of the amendments, or as soon as practicable prior to the effective date in order to provide the Union with information on the amendments and to allow the Union to seek an understanding of how those amendments may affect members of the unit.

ADOPTION ASSISTANCE

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

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

Qualifying adoption expenses are:

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

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

Quest may amend the terms of the Adoption Assistance Plan from time to time at Quest's discretion, provided such amendments are also made for all non-exempt employees on a Company-wide basis. 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. <u>OTHER COMPANY-PROVIDED BENEFITS</u>

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 non-union employees 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)
 - o Spring Health (mental health assessment)
 - 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)
- o Carrum Health (no-cost orthopedic/bariatric surgery)
- MSK Direct (access to expert cancer care)
- Quit for Life (tobacco cessation)
- RecognitionQuest
- Quest Benefits Plus Voluntary Benefits and Discount Programs
- Matching Gifts Program
- Employee Relief Fund
- Finfit (employee financial coaching)

ARTICLE 43.

EFFECTIVE DATE AND TERMINATION

The parties' future collective bargaining agreement will remain in full force and effect from January 1, 2024, until January 1, 2027.

HPAE Local 5030 By: Sulun What	Date: 1/22/24
By:	Date: 1/23/24
By: Lasa P. Pusel	Date: 1-23-24
Ву:	Date:
Quest Diagnostics Incorporated	
By: (BQ)	Date: 01/30/2024

By:		J&C	ordon
•	!	0	

Date: 01/31/2024

By: Andrew J. Lammers

Date: _2/1/24