

**AGREEMENT**

**By and Between**

**LABORATORY CORPORATION OF AMERICA HOLDINGS**

**And**

**OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS,  
LOCAL 5017, AFT, AFL-CIO**

**[START],**

**Through**

**[END OF TERM]**

## **TABLE OF CONTENTS**

*Collective Bargaining Agreement*  
*by and between Laboratory Corporation of America Holdings*  
*and the Oregon Federation of Nurses and Health Professionals,*  
*Local 5017, AFT, AFL-CIO*

**AGREEMENT**

This Agreement is entered into as of the [DATE TO BE ENTERED], by and among LABORATORY CORPORATION OF AMERICA HOLDINGS (hereinafter referred to as the “Employer” or “Labcorp”) and the OREGON FEDERATION OF NURSES AND HEALTH PROFESSIONALS, LOCAL 5017, AFT, AFL-CIO (hereinafter collectively referred to as the “Union” or “OFNHP”).

**WHEREAS**, the parties hereto desire to establish the standards and hours of labor, rates of pay, and other terms and conditions under which only the employees specified herein shall work for the Employer during the life of this Agreement, unless otherwise specified, and thereby promote a relationship between the parties here providing for more harmonious cooperation and mutual benefits.

**NOW, THEREFORE**, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agree to and with each other as follows.

**ARTICLE 1**  
**UNION RECOGNITION**

The Employer recognizes the Union, Oregon Federation of Nurses and Health Professionals, Local 5017, AFT, AFL-CIO, as the sole and exclusive representative of the employees (“Bargaining Unit Employees”) in the Bargaining Unit described in Case No. 19-RC-338522.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Subject to the express terms and conditions of this Agreement, the management of the Laboratory, patient service centers, and all other Employer facilities and the direction of the work force including the right to hire, assign, suspend, transfer, promote, discharge or discipline for

just cause, and to maintain discipline and efficiency of its employees and the right to relieve employees from duty because of lack of work or for other reasons; the right to require reasonable overtime work by employees; the right to establish standards of performance and staffing requirements; the right to establish, modify and change rules, regulations and personnel policies; the right to determine the extent to which the Laboratory patient service centers, and all other Employer facilities shall be operated and to change such methods or processes or to use new equipment or facilities; the right to establish, to change and adjust work schedules, to subcontract out or relocate work and to extend, limit or curtail its operations is vested exclusively in the Employer. Any subcontracting or relocation of work will not result in the layoff or material reduction in hours of employees in the bargaining unit.

However, nothing in this Article shall be construed to permit the Employer to exercise any management right in violation of an express term of this Agreement. In the event of a conflict between this Article and any other provision of this Agreement, the other provision of this Agreement shall prevail.

The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude to those prerogatives not mentioned which are inherent to the management function. The Employer shall not be required to bargain over its decision to exercise any of the aforementioned rights, and all matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures, as it from time to time shall determine. The Employer shall provide thirty (30) days written notice to the Union before making changes in working conditions pursuant to this provision. The Union maintains their right to demand to bargain over the effects of any changes made pursuant to this provision to the extent permitted by law. Except as set forth in this Management Rights Clause or elsewhere in this Agreement, the exercise of management rights shall not abrogate or diminish any statutory rights or obligations of the parties under federal, state, or local laws. ■

### **ARTICLE 3**

#### **GEOGRAPHIC SCOPE**

This Agreement solely applies to the employees listed in the recognition clause. It shall apply to no other current or future facilities, unless such application is required by law. The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours and conditions of employment for the employees identified in the Recognition Clause.

### **ARTICLE 4**

#### **UNION SECURITY**

**A. Required Membership.** All present employees shall, within thirty-one (31) days of the execution of this Agreement, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.

All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement shall, on or before the thirty-first (31st) day following the beginning of their employment, either become and remain members of the Union or pay regular fees equal to Union membership fees and monthly dues.

Employees who are required to join the Union or pay regular fees and who fail to do so shall, upon notice in writing from the Union to the Employer of such failure, be terminated.

**B. Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to a nonreligious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any employee exercising his or her right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

**C. Payroll Deduction of Dues**

The Employer shall deduct from each employee's wage the amount of Union dues or fees, as specified by the Union, for all employees covered by this Agreement who have voluntarily provided the Employer with a written agreement authorizing such deductions. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or within a fifteen (15) day period prior to the termination date of this Agreement, whichever occurs sooner.

Deductions for dues shall be processed on the first and second pay period of each month.

**D. Voluntary Political Action Fund Deduction.** During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who

voluntarily executes a COPE PEAC wage assignment form. When filed with the Employer, the authorized form will be honored in accordance with its terms. The Union will provide a monthly report of any changes to the fixed COPE PEAC amounts.

**E. Remittance.** The Employer will deduct the Union dues and PEAC for those employees who have voluntarily signed an agreement authorizing such deductions on a biweekly basis, provided the Union has submitted the signed agreement to the Employer. Deductions will be promptly transmitted to the Union by check or electronic payment (ACH) payable to its order within five (5) business days from the pay date. Upon issuance and transmission of the funds to

the Union, the Employer's responsibility shall cease with respect to such deductions.

**F. Deduction Report.** The Employer will also provide a roster in electronic format that includes the employee's name, bargaining unit, employee identification number, the dues amount deducted, the PEAC amount deducted, and earnings by pay periods within five (5) days of the end of the month.

Concurrent with the payroll data run each month, the Employer shall forward to the Union the names, addresses, **work** location, department, category, Social Security numbers, and date of employment of new employees. This report will also include the names of employees who have terminated employment, taken a Leave of Absence, or retired.

The Employer shall also provide to the Union the scheduled hours, location, and department of each employee on a quarterly basis.

**D. Indemnification**

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article.

**ARTICLE 5**

**UNION STEWARDS, REPRESENTATIVES, & RELATED PROVISIONS**

**Union Stewards.** Union Stewards shall be Bargaining Unit Employees. The Union shall provide the Employer with a list of all Union Stewards and elected Union Representatives from the Bargaining Unit when requested by the Employer. A Union Steward shall be paid their regular rate of pay for attending reasonable investigatory interviews while on working time. Union Stewards will make their best efforts to conduct investigatory interviews on non-working time. When attending scheduled grievance meetings, a Union Steward will be paid their regular rate of pay.

**Union Representatives' Access to Premises.** Upon no less than twenty-four (24) hours prior notice to management, except in case of a bona fide emergency, Union Representatives shall be permitted in the Employer's facilities for purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to at reasonable times during working hours. The Employer may reschedule visits based upon legitimate business needs. Any such visit to the Employer's premises must be conducted so as not to interrupt employee work schedules or the Employer's operations, shall not interfere with the work of any employee and shall, at all times, comply with any and all Employer promulgated rules and regulations.

**New Employee Orientation.** The Employer agrees to permit a Union Representative and/

or the Union Steward to make a presentation to new employees on a quarterly basis. New internal transfers and rehires into the Bargaining Unit shall be included in the new employee orientation meeting. The Employer will notify the Union and coordinate a specific meeting. The Union Representative and/or Union Steward will be allowed one-half (½) hour of unpaid time to introduce this Agreement to newly employed employees, subject to the new employee's agreement to participate in such meeting. The Employer will notify the new employee that the orientation meeting is completely voluntary. The Employer will provide the Union's contact information at the time of hire or transfer, and an online link to the Union membership application. Both parties will comply with all applicable laws. A copy of this Agreement will be made available to Bargaining Unit Employees by the Employer.

**Union Bulletin Boards.** In facilities in which the Employer utilizes a bulletin board to communicate with employees, the Employer agrees to provide a suitable space for a Union bulletin board near the vicinity where an Employer bulletin board is situated. In facilities in which the Employer does not utilize a bulletin board, the Employer agrees to provide the Union with, in its sole discretion, a suitable way to communicate with Bargaining Unit Employees.

## **ARTICLE 6**

### **EMPLOYEE DEFINITIONS**

- A. **Full time employees** are defined as those employees within the bargaining unit who are regularly scheduled to work thirty (30) hours or more per week.
  
- B. **Part time employees** are defined as those employees within the bargaining unit who are regularly scheduled to work twenty (20) hours per week but less than thirty (30) hours per week.
  
- C. **Casual employees** are defined as those employees within the bargaining unit who work on an intermittent or availability basis.
  
- D. **Contingent employees** are defined as those employees who are placed on assignment from a contract agency. These Contingent Employees may work for a period of up to thirteen (13) continuous weeks. This period may be extended up to an additional three (3) consecutive months by mutual agreement in writing by OFNHP and the Employer. After expiration of the thirteen (13) continuous week period, or as the same may be

extended in accordance with this Agreement, a Contingent Employee must no longer be utilized, or hired as a full time, part time, or casual employee.

**ARTICLE 7**  
**BARGAINING UNIT WORK**

The parties recognize that to maintain the orderly functioning of operations, it may be necessary to use Contingent Employees, as well as non-bargaining unit Labcorp personnel. Such work shall not be used as a replacement for bargaining unit members, or as a means to reduce the number of bargaining unit members or to keep from adding additional employees to the bargaining unit. The Employer shall have such right if such usage does not result in a material reduction of regular work hours or lay off for Bargaining Unit Employees.

The parties recognize that because of the technical nature of the work performed by the Employer, it is necessary that supervisors be able to perform bargaining unit work in an emergent situation or for training purposes. Supervisors shall not be scheduled to displace shifts normally worked by Bargaining Unit Employees.

**ARTICLE 8**  
**SENIORITY, LAYOFF, RECALL & VACANCIES**

**Section 1 - Seniority**

- A. Seniority shall mean the length of continuous employment within Labcorp in any job classification covered by this Agreement. Continuous employment includes the performance of a bargaining unit position for all scheduled hours of work, including time off because of earned time off, and approved leaves of absence.
- B. Seniority shall be accumulated for each full time and part time bargaining unit member based on years of service within Labcorp. All prior years of service (Legacy recognized years of service) with Legacy will be included when determining seniority under this agreement provided that such employee was hired by Labcorp as of the closing of the Legacy acquisition.
- C. Seniority will be based on an employee's most recent hire date into the bargaining unit. Casual employees working in the bargaining unit shall not accrue seniority. Full-time and regular part-time employees who transfer to casual positions shall have their seniority frozen for the duration of their time spent in such casual position.
- D. Seniority is lost upon termination or resignation of employment. Upon return, a recalled employee will retain seniority and benefit accrual levels in accordance with Labcorp's Reinstatement Policy at the time of execution of this Agreement which is attached to this Agreement as Exhibit [X].

- E. Each new employee, or an employee that is rehired after loss of seniority rights, shall serve a probationary period of ninety (90) calendar days. For the purposes of this Agreement “calendar days” shall be defined as Sunday through Saturday-and shall exclude holidays recognized by the Employer. During the probationary period, the Employer shall have the right to discipline and/or discharge the employee without cause, and such action is not subject to the grievance or arbitration provisions of this Agreement. Upon satisfactory completion of the probationary period, the Employee’s seniority date shall be retroactive to the first day of employment of the employee’s last date of hire. The probationary period may be extended for up to an additional thirty (30) calendar days upon mutual agreement, such consent from the Union not to be unreasonably withheld. This provision will not affect an employee’s rights under the Affordable Care Act.
- F. The employee with the lowest Labcorp ID number will be used to determine the most senior employee when one or more have the same continuous service time date.

**Section 2 - Layoffs and Recall.**

- A. In cases where circumstances necessitate a layoff of Bargaining Unit Employees, Labcorp shall, except in unforeseen emergency or disaster circumstances, notify the affected employee in writing, with a copy to OFNHP, thirty (30) days in advance and specify the positions so affected. Upon request, the Employer shall bargain with the Union regarding the effects of such layoffs, including but not limited to the timing, procedures, order of layoff, and recall rights of affected employees. Labcorp will notify employees where they can access open Labcorp positions at any other Labcorp facility within the Pacific Northwest Region, and affected employees will be allowed to bid on such positions in accordance with Article 8 Section 2(C) and (D) The Pacific Northwest Region shall include Southwest Washington and Oregon. For the avoidance of doubt, laid off employees will only receive priority for open OFNHP represented positions.
- B. In the event of a layoff in a specific department of the Employer, the following will apply: If necessary, Employer has the obligation to lay off employees according to seniority starting with the least senior employee in a classification and/or shift. Employees will be laid off in the following order: all probationary employees, followed by all other employees. An employee may be retained out of sequence of seniority if the employee with greater length of employment does not have the necessary qualifications for the position and requisite technical/professional skills, education and experience.
- C. In no event shall contingent workers be retained to perform work previously performed by laid off bargaining unit members in any department while qualified bargaining unit members are on layoff or are experiencing a material reduction of hours. Casual employees shall not be scheduled to perform work previously performed by laid off bargaining unit members.

- D. Those employees impacted by a layoff shall have the opportunity to bid on Union represented positions in other OFNHP represented facilities through the normal job posting process and will be given priority over all external candidates for any vacant positions. If more than one eligible impacted employee applies for a vacant position, Labcorp will select the qualified applicant based on seniority.
- E. If an employee is unable to work the available shift and hours, they may elect to bump any probationary employee in the facility provided they are qualified.
- F. It is recognized that in exercising seniority in the event of a recall, an employee must be willing to work the available shift and hours. For example, if the shift available is a full-time position and the senior employee on the recall list has been part-time, the senior employee may choose to accept the available full-time shift and hours offered by the Employer or pass the opportunity to the next senior employee. An employee choosing to pass on an available position may bid on the next available opening.
- G. Should a displaced employee choose to accept a layoff with severance in lieu of further layoff rights or options, such severance will be based on the Employer's Severance Policy, attached to this Agreement as Exhibit [x], which shall not be altered during the term of the agreement.
- H. In the event of a layoff, employees shall receive all accrued but unpaid wages, accrued and unused vacation or PLB, and any other earned compensation.
- I. Seniority employees shall be recalled in the reverse order of layoffs for twelve (12) months to the same position from which they have been laid off and will be given priority consideration for other regular jobs that are represented by OFNHP for which they meet the qualifications.

### **Section 3 - Filling Vacant Positions and Job Postings**

- A. A vacancy is defined as a newly created position or a position that becomes vacant due to an employee leaving the position, where Labcorp, in its sole discretion, decides that such vacant position must be filled. The Employer agrees to post all vacant job openings internally through the Employer's Work Day Program for a minimum of three (3) calendar days. The Employer shall be entitled to simultaneously post such positions externally. Current employees shall retain the right to apply for posted vacancies at any time during the recruitment process. Qualified internal applicants shall be offered the position before any external candidate is hired. Postings shall include the requirements of the position including education, required certifications, technical/professional skills, and experience.
- B. The Employer will provide priority to internal candidates using the following methodology in Section C and D. Internal candidates shall be described as those employees working at work sites covered by this Agreement.

C. Labcorp will first fill the following open positions with the most qualified internal candidate prior to hiring external candidates:

Senior Technologists, Lab Service Team Leads, Patient Service Technician Team Leader, PST Lead (LCL), Sr. Cytogen Technologist, Cytogenetic Team Leader, Cytotechno Team Leader, Senior Project Analyst, Project Analyst, Senior IT Specialists, Senior Lab Assistant, Support Services Team Lead.

- 1) An internal candidate must have the required qualifications to be considered. An internal candidate for this purpose shall be an employee who is covered by this Agreement and works within the specific facility. Selection criteria will include the quality and amount of education and certifications, skills, competence, and experience for the job opening. Selection criteria will be job-related, factually supported and related to the ability to work successfully and applied to all candidates consistently. Selection criteria shall be measurable and/or demonstrable.
- 2) Bargaining unit seniority shall be the determining factor between two (2) or more internal candidates with equal skills, competence, ability and prior job performance.
- 3) The selection of one candidate over another will be subject to an arbitrary and capricious standard in the event of any grievance or arbitration over such selection.

D. The Employer will fill all other position vacancies with the senior candidate who meets the qualifications prior to hiring external candidates. The parties may mutually agree to add additional positions as part of Article 8 Section 3 (C).

E. OFNHP members who are employed by Labcorp in the Pacific Northwest Region shall be considered for positions within other facilities to which they apply where employees are represented by OFNHP. If there is no internal candidate who meets all the qualifications, OFNHP member(s) from other Labcorp locations in the Pacific Northwest Region will receive priority for positions prior to hiring external candidates. Bargaining unit seniority shall be the determining factor between two (2) or more candidates with relevant experience, and past performance.

F. An internal candidate, who is considered for a regular job opening, under the provisions set forth in this Article, and is not placed in the regular job opening, will be notified in writing. An internal applicant who is qualified for but not granted a position may request a meeting to discuss the basis for the decision with the person who made the hiring decision.

- G. If an employee is offered and accepts a position, the employee may be retained in their current position for up to thirty (30) calendar days from the date the position is accepted by the employee. This date may be extended on a mutually agreeable basis between the Union and the Employer; such consent not to be unreasonably withheld by the Union.
- H. OFNHP members employed by LabCorp in the Northwest Region who apply for and accept a position, moving from one Labcorp location represented by OFNHP to another OFNHP represented location, shall be considered seniority employees at the new location.

**ARTICLE 9**  
**CORRECTIVE ACTION**

- A. When necessary, disciplinary action may be taken for just cause.
- B. An employee may request to have a Union Representative present during an investigatory meeting that the employee reasonably believes may lead to disciplinary action. If the employee requests such representation, it will be provided as required under applicable law. If a Union Representative is not immediately available, the meeting shall be postponed for a reasonable period of time up to seventy-two (72) hours unless a further extension is mutually agreed to by the parties.
- C. The Employer may utilize action plans or performance improvement action plans. A Union Representative may attend the performance improvement action plan meeting at the request of the employee. Performance improvement action plans may accompany a disciplinary action, with the exception of termination, but will not be considered discipline. For the avoidance of doubt, termination may (but will not always) follow a failed performance improvement action plan.
- D. The Employer's Corrective Action Guidelines are attached to this Agreement as Exhibit [\*]. The Corrective Action Guidelines, except as modified by this Agreement, shall apply to all employees and shall not be altered during the term of this Agreement.
- E. The Employer's Attendance Policy is attached to this Agreement as Exhibit [\*]. The Attendance Policy, except as modified by this Agreement, shall apply to all employees and shall not be altered during the term of this Agreement.
- F. In any grievance arbitration concerning application of the Corrective Action Guidelines or the Attendance Policy, the arbitrator may consider traditional equitable principles including an employee's length of service, prior disciplinary record, and extenuating circumstances.

**ARTICLE 10**  
**HOURS OF WORK AND SCHEDULING**

**State and Federal Wage and Hour Laws.** The Employer will comply with all applicable Local, State, and Federal wage and hour requirements.

**Work Period** – The normal work period shall consist of forty (40) hours of work Sunday Midnight to Saturday 11:59 PM. Other innovative work schedules may be established by mutual agreement between the Employer, OFNHP, and the employee. The basic workday shall consist of an eight- and one-half (8 ½) consecutive hours in a twenty-four hour (24) period, which includes an uninterrupted meal break of thirty (30) minutes.

**Completed Work Schedules.** Completed work schedules shall be posted four weeks prior to the beginning of the work schedule and shall cover a minimum of a two-week (2) scheduling period. Employees shall be scheduled consistent with their full-time equivalency status. Employees will have their set schedules maintained during the course of this Agreement in work sites where set schedules are utilized. Schedules that are developed shall first provide full-time and regular part-time employees their regular hours. Casual employees shall have the option of working: (i) available hours prior to the posting of the schedule and/or (ii) available hours that arise after the posting of the schedule. All Bargaining Unit Employees shall have the option of filling open shifts that arise after the posting of the schedule prior to the use of Contingent Employees.

Employees will not be scheduled to work shifts outside of their regular schedule unless mutually agreed upon, or when required for participation in an educational program.

Once posted, completed work schedules may not be changed without mutual agreement between the Employer and the employee. An employee may switch their scheduled work assignment with other staff in the same classification, provided they receive prior approval from their manager.

**Pay Period.** The pay period shall cover two (2) work weeks. Pay earned during a two (2) week period will normally be paid on the Friday following the last day of the pay period.

**Other Work Schedules** –Where work schedules other than the eight (8) hour day workday schedule are utilized, the Employer shall maintain ten- and twelve-hour shift schedules for employees working such shifts for the remainder of this Agreement consistent with current practice. In the event an employee resigns, is terminated, laid off, or otherwise vacates a ten or twelve hour shift position, the Employer may, in its sole and exclusive discretion, replace the ten or twelve-hour shift position with an eight-hour shift position. Employees who work ten or twelve hour shifts, a work period of eighty (80) hours in fourteen (14) consecutive days shall not violate the Fair Labor Standards Act and equivalent state law.

**Meal and Rest Breaks.** Meal periods for all shifts employees should be scheduled according to the needs of the department. An electronic timekeeping system will record meal periods. The meal period will be unpaid and a minimum of one-half hour unless otherwise specified or as

required by law. Workday schedules are arranged that the normal workday (time worked) accommodates meal periods. Employees who repeatedly do not comply with meal/rest breaks are subject to progressive disciplinary action, up to and including, termination in appropriate circumstances. Employees will not be disciplined in situations where legitimate business needs, as determined by Labcorp in its reasonable discretion, require an employee to work through lunch. Progressive discipline will be administered in accordance with the Employer's Corrective Action Guidelines for any employee failing to comply with and/or take meal breaks, is subject to the just cause standard, and may be grieved under this Agreement.

Managers are responsible for advising employees of the meal period schedules that are observed. Unless by mutual agreement, meal breaks shall be scheduled within the first four to five work hours of the normal eight-hour shift. If an employee is not able to take a 30-minute uninterrupted meal period, the employee will be paid for such 30 minutes.

**Rest Periods.** All employees are permitted two (2) paid rest break periods during each shift of work. Those employees' with assigned shifts of either ten hours or twelve hours shall get a third rest break. The Employer is responsible for ensuring that employees are released from work to ensure rest breaks are taken. The Employer will be permitted to schedule employee rest breaks.

**Overtime.** The Employer will not be permitted to assign mandatory overtime hours to employees, except in the case of an emergency. The Employer will first solicit qualified volunteers, if there are insufficient numbers of qualified employees the Employer will be permitted to mandate the least senior employee to work the mandatory overtime.

There shall be no pyramiding or duplication of overtime pay.

**Split Shifts.** There will not be split shifts unless mutually agreed to by the Employer and employee and only in emergent situations.

**7 On 7 Off.** Employees who are scheduled to work seven (7) on and seven (7) off shall receive benefits based on their hours worked and consistent with this Agreement. In the event an employee resigns, is terminated, laid off, or otherwise vacates a seven (7) days on and seven (7) days off shift position, the Employer may, in its sole discretion, replace the shift position with another shift position.

## **ARTICLE 11** **FLOAT POOL**

Lab Assistants/PSTs that are designated as permanent float employees shall be utilized as a resource for facilities to fill in for absences attributed to leaves of absence, vacations, illness, open positions, shift volumes, etc. Once their schedule is posted, their days and shift will not be changed without mutual agreement, except in emergent situations. Their daily work location may be changed with twenty-four (24) hours advance notice to the employee, except in emergent

situations. An employee should complete an orientation checklist prior to working in any facility. Lab Assistant/PSTs will only be required to work in OFNHP represented facilities.

Employees shall be compensated for travel at the IRS Mileage rate. Employees shall not be compensated for travel from the employee's residence to their home base. Employees shall not be required to work in more than one facility during any shift. Travel time shall be considered work time for purpose of pay, benefits, and mileage reimbursement.

Permanent float employees shall be paid an additional two dollars (\$2.00) per hour in addition to their regular rate of pay for all hours worked. Those assigned to permanent float positions shall not be required to rotate shifts during any work week, except in case of an acute emergency.

## **ARTICLE 12** **COMPENSATION**

Effective the second full pay period following execution of this Agreement, all current employees, including casual employees, will receive a gross lump sum payment of eight hundred dollars (**\$800**).

Effective the second full pay period in **July of 2026** each current full-time and part-time employee will be placed on the wage scale attached as **Exhibit A**, based on their verifiable years of service with Labcorp, which shall include years of service with Legacy, or based on their current wage rate, whichever results in a higher wage rate. When an employee is placed on the wage scale attached as **Exhibit A** based on their current wage rate, and such wage rate is between steps, they shall be placed on the higher step.

Employees hired on or after July of 2026 shall be paid at least the applicable starting wage rate set forth on the wage scale attached as **Exhibit A**, based on their years of experience as determined by the Employer in its reasonable discretion. The wage rates set forth in the attached wage scale represent the minimum wages for employees; nothing will preclude the Employer from paying any employee above the attached wage scale in its sole and exclusive discretion.

Each current full-time and part-time employee, with between zero (0) to ten (10) years of service, will receive no less than a two percent (2%) wage increase as a result of being placed on the wage scale attached as **Exhibit A**. To the extent the resulting hourly wage rate increase is less than two percent (2%), the remaining raise shall be given in a one-time lump sum payment payable the second full pay period in July of 2026. For example, if a full-time Lab Assistant is making \$21.30 per hour, they will be placed on Step 4 of the wage scale attached as **Exhibit A** and be paid \$21.54. This would result in an hourly wage rate increase for such employee of 1.1%. The remaining 0.9% raise would be paid in a one-time lump sum payment and calculated as follows:  $\$21.30 * 0.009 * 2080 = \$399$ .

Effective the second full pay period in **July of 2026** each current full-time and part-time employee, with ten (10) or more years of service, will receive a three percent (**3.0%**) increase if their wage is above the wage scale attached as **Exhibit A** or be placed at Step 10 of the wage scale attached as **Exhibit A**, whichever results in a higher wage rate.

Effective the second full pay period in **July of 2026** each current casual employee will receive a two percent (**2.0%**) increase. For the avoidance of doubt, casual employees will not be paid based on the attached wage scales.

Effective the second full pay period in **July of 2027** each current full-time and part-time employee will move to the next step on the wage scale attached as **Exhibit B**.

Employees hired on or after July of 2027 shall be paid at least the applicable starting wage set forth on the wage scale attached as **Exhibit B**, based on their years of experience as determined by the Employer in its reasonable discretion. The wages rates set forth in the attached scale represent the minimum wages for employees; nothing will preclude the Employer from paying any employee above the attached wage scale in its sole and exclusive discretion.

Effective the second full pay period in **July of 2027**, each current full-time and part-time employee whose wage is above the last step on the wage scale or who is moving past the last step on the wage scale attached as **Exhibit B**, will receive a three percent (**3.0%**) increase.

Effective the second full pay period in **July of 2027** each current casual employee will receive a two percent (**2.0%**) increase. For the avoidance of doubt, casual employees will not be paid based on the attached wage scales.

No employee shall receive a wage decrease as a result of being placed on the wage tables set forth in this Article.

For the avoidance of doubt, after expiration of this Agreement employees will not receive any wage increases or progress on the scale based on years of service.

**Weekend Differential.** Employees working a weekend shift will be paid a premium of one dollar and fifty cents per hour (\$1.50) for each hour worked, in addition to any other applicable differential or premium. (It is understood that weekend premiums are not part of an employee's regular straight-time hourly rate of pay.) The weekend shifts for purposes of this premium shall be a 48-hour period beginning on Saturday at Midnight through Sunday 11:59 pm.

**Shift Differential.** The evening shift differential is \$1.75 per hour. The night shift differential is \$2.25 per hour. The evening shift differential shall be paid to shift employees when a majority of their hours are worked after 3:00 p.m. The night differential shall be paid to shift employees when a majority of their hours are worked after 11:00 p.m.

**On Call.** The Employer may schedule employees who volunteer to work on call. The employee will be compensated at the rate of \$3.00 per hour for time actually spent in such status. When on call, an employee must be available to respond and to report to work if needed.

On call employees who are called back to work will be compensated at the rate of time and one half their applicable rate of pay for the duration of any call back assignment. Employees called back to work pursuant to this section shall receive a minimum of three (3) hours pay when reporting to work.

**Service Award.** Labcorp agrees to maintain the existing Service Award Program currently available to eligible employees for the term of this agreement, including the amount of milestone awards. Should the Employer propose any changes, they shall notify the OFNHP thirty (30) days in advance and bargain over said changes to agreement or impasse prior to implementing any such changes.

**Critical Shift Incentive.** Labcorp retains the sole discretion to apply a Critical Shift Incentive to address an emergent staffing condition as necessary and appropriate. Employees will be informed in advance of a shift if the Critical Shift Incentive applies to a particular shift and shall be paid an additional premium on top of their applicable rate of pay for all hours worked in this capacity. Labcorp shall also notify the Union or Shop Steward of any Critical Shift Incentive, but shall not be required to notify the Union or Shop Steward in advance.

### **ARTICLE 13** **HEALTHCARE**

The Employer will make available to all bargaining unit employees the same health care plan, short-term disability plan, dental plan, vision plan, long-term disability insurance plan and any other welfare plan at the same contribution rates and discounts programs that the Employer makes available to all non-represented employees of the Employer in comparable classifications, except as modified below.

The Employer will have the sole and exclusive right to change plans, plan administrators, plan design, and employee contributions at any time after December 31, 2026. Following the expiration of this Agreement and during the pendency period in which any successor agreement is being negotiated the Employer will continue to have the sole and exclusive right to change plans, plan administrators, plan design and employee contributions at any time. Should the Employer propose any changes, they shall notify the OFNHP thirty (30) days in advance.

Effective on the first full pay period of 2026, Eligible Participants (as defined below) will be entitled to the Medical Stipend (as defined below).

To be eligible for the Medical Stipend (as defined below), the bargaining unit employee (a) must have been hired as part of the acquisition of Legacy; (b) must have been a participant in the Labcorp medical plan in 2025 through December 31, 2025, (c) must have received the 2025 Medical Stipend, and (d) enroll in the Labcorp medical plan for 2026 (“Eligible Participant”). Eligible Participants will receive the Medical Stipend (as defined below) so long as they

remain employed with Labcorp and participate in the Labcorp medical plan. If, after enrolling in the Labcorp medical plan for 2026, the bargaining unit member terminates coverage under the medical plan in 2026 due to a Qualifying Event or termination of employment, the member will no longer be eligible for the Medical Stipend.

Eligible Participants will receive \$69.23 per bi-weekly pay period, less taxes, and withholdings (the “Medical Stipend”).

The Medical Stipend will terminate on December 31, 2026, and shall not be payable in 2027. In 2027, Bargaining Unit Employees will receive the same health care plan, short-term disability plan, dental plan, vision plan, long-term disability insurance plan and any other welfare plan at the same contribution rates and discounts programs that the Employer makes available to all non-represented employees of the Employer in comparable classifications.

#### **ARTICLE 14** **PLB**

The Employer agrees to maintain the existing Paid Time Off program currently available to eligible employees for the term of this Agreement. Should the Employer propose any changes, they shall notify the OFNHP thirty (30) days in advance and bargain over said changes to agreement or impasse, solely over the issue of Paid Time Off, prior to implementing any such changes. For the avoidance of doubt, all other provisions of this Agreement shall remain in full force and effect during the pendency of any negotiations over the issue of Paid Time Off during the term of this Agreement.

#### **ARTICLE 15** **RETIREMENT**

The Employer agrees to maintain the existing retirement plan currently available to eligible employees for the term of this agreement, including the Employer matching contributions. Should the Employer propose any changes, they shall notify the OFNHP thirty (30) days in advance and bargain over said changes to agreement or impasse, solely over the issue of retirement plans, prior to implementing any such changes. For the avoidance of doubt, all other provisions of this Agreement shall remain in full force and effect during the pendency of any negotiations over the issue of retirement plans during the term of this Agreement.

#### **ARTICLE 16** **HOLIDAYS**

**Holidays Observed.** All full time and part time employees shall be paid eight hours holiday pay for the following holidays observed by the Hospital:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Floating Holiday

**Holiday Worked Premium.** All full time and part time employees, who are required to work on the actual holiday shall receive time and one half (1 and ½) their hourly rate for the hours actually worked. Holiday time begins at 12:01 a.m. the day of the holiday and ends at 12:00 midnight. Only actual hours worked within the defined holiday period will be paid at the rate time and one half.

**Holiday Scheduling.** Holiday scheduling shall be rotated as equitably as possible. No employee shall be required to work the same holiday two years in a row unless there is mutual agreement. Volunteers based upon seniority shall have the first opportunity to choose to work a holiday.

## **ARTICLE 17**

### **LEAVE OF ABSENCE**

**General Leave.** The purpose of the leave of absence policy is to provide employees the ability to be away from work for a period of time and to support employees when they need to have time off to take care of themselves and their families. A leave of absence begins the first time which may be less than a work day) the employee is away from work or, in cases of consecutive leaves of absence, the first day following the last day of the preceding approved leave of absence. The employee retains accrued credit for previous service, but shall not continue to accrue seniority during any unpaid leave of absence. When more than one type of leave applies to an absence, the leaves run concurrently as allowed by applicable law.

Time allowed for any combination of leave under this policy will be influenced by state and federal law, including ADA, FMLA, and OFLA.

Such leaves shall be provided to all full time and part time employees under this Agreement, and casual employees only as are specifically identified or addressed under applicable statutes.

**Personal Leave Policy.** Bargaining unit employees will be afforded the same rights as similarly situated employees under Labcorp's US Personal Leave of Absence Policy dated January 1<sup>st</sup> 2021, is attached

**Oregon Paid Sick Leave.**

Employees shall be provided protected leave in accordance with Oregon Paid Sick Time Law (ORS 653.601 et seq.) and the Employer's corresponding Oregon Paid Sick Time Policy. Paid sick leave may be used for all purposes permitted under state law including the employee's own illness, injury or health condition; the care of a family member; and any other reason protected by statute. The accrual, use, carryover, and notice requirements for such leave shall be governed by the Employer's current policy which is attached as a reference dated January 21st, 2021, provided that in no event shall the policy provide less than the minimum rights and protections required under Oregon law.

**Bereavement Leave.** |

For full-time employees, with prior supervisory approval, bereavement leave with pay up to three (3) days, depending on the circumstances, including travel time, employee involvement in making funeral arrangements will be allowed for death in the family of the employee. An extension of up to two (2) additional days may be considered depending upon special or unique circumstances, with management approval. Part-time employees receive a pro-rated share of bereavement leave based upon their regular schedule. Casual employees shall be released from work without pay under the same circumstances. An employee may be eligible for additional unpaid time under the Oregon Family Leave Act.

For purposes of the bereavement leave, an immediate family member shall be defined as an employee's father, mother, husband, wife, spousal equivalent or domestic partner, child, including pre-delivery death of an infant, son-in-law, daughter-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, grandparents, grandparents-in-law, grandchildren, any of the above mentioned step or domestic partner's equivalent relations, or a person in loco parentis.

**Jury Duty.** Labcorp recognizes an employee's civic obligation to appear for jury duty and encourages its employees to serve as jurors. To obtain jury duty leave time, employees must provide their manager with documentation of service time. Labcorp will provide paid time off to full time and part time employees who seek time off to attend jury duty. The employee shall be compensated by Labcorp their normally scheduled hours of work up to 8.0 hours per day at straight time when called and reporting for jury duty. Employees will not be paid for jury duty that fall on their regularly scheduled day off. An employee who works on the second or third shift and is required to serve on a jury, the employee will be excused and does not work, the employee will be paid the employees normally scheduled hours up to 8.0 hours at straight time including shift premium. Government pay received for serving on jury duty will not reduce an employee's pay. Employees called for jury service and excused from service on any day, are expected to return to work for the remainder of the day, unless excused by the supervisor.

**Military Leave.** Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued from the date such leave commences and shall not be considered part of earned annual leave. Family members will also be provided time away from work to provide care for a covered service member who is injured

in the line of duty or whose serious illness/injury was aggravated by service in the line of duty consistent with Federal and any State Laws.

**Crime Victims Leave.** Leave shall be provided to crime victims, or their immediate family, to attend criminal, juvenile and other proceedings applicable with State and Federal Law.

**Domestic Violence.** Leave for time away from work for victims of domestic violence, sexual assault or stalking consistent with the requirements of State and Federal Law.

**Education Leave.** When an employee is required to attend an educational career oriented function by the Employer, the employee's wages and all expenses shall be paid by the Employer.

**Family and Medical leave.** Labcorp will administer Family and Medical Leave consistent with the provisions of the Oregon Family Leave Act (OFLA) the Federal Family and Medical Leave Act (FMLA), Paid Leave Oregon (PLO). Qualifying events include a Sick child leave for the employee to care for their child because of an injury, illness, or condition that requires home care. Sick child leave includes both serious and non-serious health conditions, in addition to family leave for a child's serious health condition. Sick child leave is also available for school and childcare closures in conjunction with public health emergencies. Leave may be taken all at once, in blocks of time, intermittently or on a less than full day basis. Only the leave time actually taken is charged against the employee's FMLA leave usage.

- a. Reinstatement. An employee returning from such leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave. The employee will be restored to their former position – i.e., the same unit, shift and FTE – if the position has not been eliminated. Reinstatement shall be without loss of seniority or any other benefit or right accrued up to the time the leave began.
- b. Inquiries. Employees should direct any questions regarding family or medical leave benefits to Human Resources.

**Use of paid accruals during protected leave.** Where provisions for any leave of absence qualifying as an absence under the PLO, FMLA, OFLA, Labcorp's Short Term Disability "STD" Program, or any other legally protected leave, an employee may, but is not required to, use supplemental portion of their or accrued, unused paid leave under Labcorp's Personal Leave Benefit (PLB) program up to regular base wages. Such usage shall be commensurate with their FTE status. The employee shall be required to use accrued but unused paid time off for any applicable waiting period under the STD program consistent with Federal and State law. State and local law or regulation may supersede this policy where applicable.

**Supplement for lost time.** The employee may access accrued PLB for the difference between the workers' compensation for lost time and the employee's regular salary rate.

**Employer assistance to employees.** It is understood by the parties that the Employer shall inform employees of their rights, responsibilities and response times, including, but is not limited to,

information pertaining to position reinstatement, offer of transitional modified work and modified position, when applicable as required under applicable statute or federal law or as otherwise required pursuant to the terms of this Agreement.

Nothing in this provision shall be construed to create additional notice obligations beyond those required by law or by this Agreement.

**ARTICLE 18**  
**LABOR PARTNERSHIP COMMITTEE**

The Employer and OFNHP shall jointly, with employees selected by the Union, establish a labor partnership committee for the bargaining unit to assist with problem solving during the term of this Agreement. The purpose of the labor partnership committee shall be to foster improved communication between The Employer and the employees, to increase employee engagement, and to enhance labor relations. The functions of the labor partnership committee shall be limited to an advisory rather than a decision-making capacity. The labor partnership committee will recommend solutions to mutually identified issues. The issues that may be discussed at labor partnership committee include workload issues, health and safety, staffing, quality, review of key performance indicators, while identifying trends and sharing organizational successes.

The labor partnership committee shall be composed of an equal number of Employer and Union Representatives, with three (3) for each of the Employer and Union unless such number of representatives would have a negative impact on normal operations of the business. The parties may add more representatives by mutual agreement. The Union Steward and the manager of the department shall co-chair the meetings. The Union Steward will prepare a written agenda for meetings to be distributed to all labor partnership committee members. Meeting minutes shall be taken and reviewed by both parties after each meeting.

The parties will establish and maintain flexible ground rules and guidelines to be followed for conducting regular meetings that shall take place no less than quarterly or on a different schedule if mutually agreed. Meetings shall be scheduled for one and one-half (1.5) hours and additional time may be set aside on a mutually agreeable basis. All labor partnership committee meetings will be scheduled during normal working hours. Bargaining Unit Employees participating on the labor partnership committee shall be compensated at the employee's regular straight-time rate of pay while in attendance at scheduled labor partnership committee meetings. By mutual agreement, additional guests may be invited to address issues on the agenda. A Union Representative or HR Representative may attend meetings as a guest. Upon mutual agreement, a summary of topics discussed in meetings and/or meeting minutes will be jointly reviewed and available to employees.

**ARTICLE 19**  
**GRIEVANCE PROCEDURE**

19.1 A Grievance shall mean an alleged violation of an express term(s) of this Agreement. Individual or class action Grievances may only be filed by the Union or an employee as set forth below. No employee shall be subject to reprisal for using or participating in the Grievance procedure of this Agreement. Grievances shall be resolved in accordance with the following procedure:

**Step 1: Manager** - Grievances shall be reduced to writing and submitted to the Manager, by the Union or an employee, within fourteen (14) calendar days after the reason for the Grievance has occurred or after the Union or the employee should have reasonably known of the incident from which the Grievance arises. The employee and/or Union Steward / Union Officer shall meet with the Manager within ten (10) calendar days in an attempt to resolve the grievance. Within ten (10) calendar days after the meeting, the Manager shall provide a written response to the grievance to the Union Steward/ Union Officer and the Grievant. Only the Union will be allowed to advance a Grievance to Step 2 below.

**Step 2: Human Resources Designee** - In the event that the Grievance is not resolved at Step 1, the Union Representative, shall submit the grievance in writing to the Employer's Human Resources Designee and the Manager within ten (10) calendar days of receipt of the Manager's written response at Step 1, or if no response was issued, within ten (10) calendar days of when such response would have been due. Only the Union Representative will be permitted to move a Grievance past Step 1 and to further Steps of this Grievance Procedure. The Union Representative, Union Steward/ Union Officer, and the Grievant shall meet with the Employer's Human Resources Designee within ten (10) calendar days in an attempt to resolve the Grievance. A decision from the Employer's Human Resources Designee shall be submitted, in writing, within ten (10) calendar days following the meeting to the Union Steward/ Union Officer and Grievant.

**Step 3: Mediation** - Before advancing a Grievance to arbitration, within ten (10) calendar days of receipt of the Step 2 response, the parties may utilize the services of a mediator jointly selected by the parties to mediate the Grievance. Any mediation in this Step is subject to mutual agreement.

**Step 4: Arbitration** - If the Grievance is not settled on the basis of the foregoing procedures, the Union may submit a demand for arbitration to the American Arbitration Association ("AAA") within thirty (30) calendar days following the receipt of the Step 2 response or within thirty (30) calendar days following the conclusion of mediation in Step 3. Following the request to arbitrate the parties shall attempt to select a mutually agreeable Arbitrator, within (10) calendar days. The Arbitration shall be administered by AAA consistent with its' Voluntary Arbitration Rules. The parties shall request panels, comprised of Arbitrators in Washington and Oregon. Thereafter, the parties and the Arbitrator will mutually agree on a date, time, and place for the holding of the arbitration hearing.

- 19.2 All Grievances filed pursuant to this Grievance Procedure shall contain the name of the Grievant (with the exception of class action grievances), the issue that gives rise to the grievance, the alleged violation of the Agreement, and the remedy requested.
- 19.3 Arbitrators may consider bifurcating any procedural disputes from the merit phase of a grievance while considering cost effectiveness, timeliness, and procedural economy.
- 19.4 If the Union files a Grievance on behalf of more than one employee (a “Class Action Grievance”) the Employer’s deadlines to respond, as stated above, shall be extended by five (5) calendar days at each step. For the avoidance of doubt, this provision shall not be construed in any way to extend any deadline stated above for the Union to present the Class Action Grievance at any applicable step.
- 19.5 The Arbitrator’s decision shall be consistent with the rules of AAA and the parties will jointly request the Arbitrator render a decision within thirty (30) days after the close of the hearing.
- 19.6 Should the Union fail to advance or file a Grievance within the time limits and the manner and procedures above prescribed, the Grievance shall be considered waived.
- 19.7 Any time limits may be extended in writing on a mutually agreeable basis.
- 19.8 The Union may withdraw a Grievance from further consideration at any step of the Grievance Procedure.
- 19.9 The Arbitrator shall not have the authority to amend or modify this Agreement or to add to or subtract any terms or conditions to this Agreement. Further, they shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such Grievance.
- 19.10 The decision of the Arbitrator shall be final and binding. The cost of the impartial Arbitrator and the administrative fees and expenses will be shared equally by both parties. Each party shall bear its own costs. In cases involving discharge or suspension, should any money be awarded to an employee, the Arbitrator shall have discretion to apply any credits, including interim earning and unemployment compensation, to the Employer against such award. Remedies by the selected Arbitrator shall be confined to the parameters contained exclusively in this Agreement.
- 19.11 As used in this Article “day” means calendar days and shall be exclusive of holidays recognized in this Agreement.
- 19.12 When a step of the Grievance Procedure occurs, the Union Employee Representative and the Grievant will be granted time off with pay at their base rate of pay, plus any applicable differentials, during work hours for the purposes of attending Grievance meetings.

**ARTICLE 20**  
**NO STRIKE – NO LOCKOUT**

**Section 1. No Strike.**

During the term of this Agreement, the Union and its members agree that there shall be no strikes, including any sympathy strike, work stoppages, slowdowns, picketing, leafleting, or other concerted activity that has the purpose or effect of interfering with Labcorp's operations.

**Section 2. No Lockout.**

During the term of this Agreement, Labcorp agrees that there shall be no lockout of employees covered by this Agreement.

**Section 3. Informational Activities.**

Nothing in this Article shall be construed to prohibit the Union or its members from engaging in peaceful informational activities that do not interfere with the Employer's operations. Such activities may include the distribution of literature or the wearing of reasonable buttons or insignia, provided such buttons or insignia do not contain obscene, profane, or discriminatory material, or otherwise violate applicable law or policy. These activities are permitted for the purpose of communicating with employees or the public, provided they are conducted in a lawful and non-disruptive manner.

OFNHP agrees that such informational activities shall occur only during non-work time and in non-work areas, and shall not disrupt employees' performance of their duties or the Employer's operations.

**ARTICLE 21**  
**SAFETY & QUALITY OF CARE**

**General.** The Employer and OFNHP are committed to enhance the health and safety of employees while they are at work. Both the Employer and OFNHP support the provision of safe, therapeutic, and effective care of patients.

**Health and Safety.** The Employer strives to provide a safe and healthy environment, following all environment health and safety rules and practices. Reporting accidents, injuries, and unsafe equipment, practices, or conditions and developing a corrective and preventive action plan, while taking all reasonable precautions when handling hazardous materials.

**Quality.** The Employer will actively promote a culture of quality. These include Laboratory Improvement Amendments (CLIA), professional association requirements for pathology and clinical laboratory testing, Good Clinical Practices (GCP) and Good Laboratory Practices (GLP) and Good Manufacturing Practices (GMP), when applicable. Data Integrity is the principal element of the Employer's Quality Management System.

**Workplace Violence.** Of importance to the parties is to minimize workplace violence and harassment, as well as workplace exposure to infectious disease and occupational illnesses and

injuries. The Employer will continue to provide periodic workplace safety training and information to employees and comply with all applicable laws regarding health and safety in the workplace.

The parties support that all personnel have the right to work in a healthy environment free of violence and/or harassment through a comprehensive plan of management and prevention. Intimidation, bullying, violence, sexual harassment, and reprisal for raising concerns about these issues may constitute workplace violence and/or harassment.

**Training.** Ensuring that adequate training and education is being provided to all employees with respect to the legal requirements and related Employer policies that are relevant to their work including as appropriate, laws and Employer policies related to health care fraud and abuse, clinical laboratory regulation, food and drug, environmental, occupational safety and health, anti-corruption, anti-human trafficking, HIPAA, data privacy, and equal employment opportunity. When training employees, their assignment will be taken into consideration when determining the appropriate method for training on new technology.

**EAP.** Consistent with the Employer's EAP policy, the Employer will make an Employee Assistance Program (EAP) available to Bargaining Unit Employees on the same terms and conditions afforded to the Employer's non-represented employees in comparable classifications. For the avoidance of doubt, the Employer may modify the EAP policy, if it provides (30) day's notice to the OFNHP and provided the same action is taken regarding these policies for the Employer's non-represented employees in comparable classifications.

**Maternal Health.** The Employer shall make reasonable accommodations in work assignments for employees who are pregnant or lactating as required by law, including safe and accessible facilities, other than a bathroom. The Employer will provide a reasonable amount of break time to express milk as required by law.

## **ARTICLE 22**

### **STANDARDS OF EMPLOYMENT & EVALUATIONS**

The Employer seeks to create an environment where all employees treat each other with fairness, consistency and respect in accordance with its standards.

The Employer seeks to maintain performance and development culture in which all employees have the opportunity to contribute to their full capability, develop their skills, knowledge, and experience, and achieve their career interests. Performance Evaluations shall not be used in place of discipline. The Employee may request one or two of their peers who are in their department to submit a peer evaluation on their behalf for consideration prior to their performance evaluation.

Employees may request a Union Representative be present when meeting with the Supervisor regarding their evaluation. The Employer shall, in its reasonable discretion, establish performance and development objectives, provide employees with feedback, and summarize performance feedback in a consistent manner among all employees.

The evaluating Supervisor shall discuss the evaluation with the employee and shall schedule sufficient time for the evaluation process. The employee shall have the opportunity to read the evaluation and add relevant comments to the evaluation prior to its placement in the employee's personnel file. The employee shall receive a copy of the signed evaluation and all attachments.

**ARTICLE 23**  
**PROFESSIONAL DEVELOPMENT**

The parties recognize that education and knowledge is critical to the business and supports employee's educational development. Full-time and regular part-time unit employees will be eligible to participate in the US Education Programs Policy, as the same may be amended or modified from time to time; provided that, such modifications are applicable to comparably situated non-Union employees of the Employer and are consistent with the applicable terms of this Agreement. Casual employees are not eligible to participate in this policy.

The Employer shall provide thirty (30) days written notice to the Union before making changes to the US Education Programs Policy pursuant to this provision. The Union maintains their right to demand to bargain over the effects of any changes made pursuant to this provision to the extent permitted by law.

The current US Education Programs Policy is attached as Exhibit [X] to this Agreement. This Exhibit is for informational purposes only and may be amended or modified pursuant to this provision.

**ARTICLE 24**  
**PERSONNEL FILE**

An employee shall be entitled to review the contents of their Labcorp personnel file in accordance with ORS 652.750 (inspection of records by employee). At the request of the employee, a Union Representative may be present. The Employer will not be required to ask any employee if they want a Union Representative present.

Employees are entitled to prepare a written explanation or opinion regarding any discipline or evaluations placed in their personnel files, and that response shall be attached to the appropriate document.

**ARTICLE 25**  
**DRUG & ALCOHOL**

Drug and Alcohol Testing – The Employer shall require drug and alcohol testing of employees pursuant to Employer policy dated January 1, 2020. This provision will not include random drug

and alcohol testing. Upon request, the Employer will meet and confer with the Union prior to implementing any changes to this policy.

**ARTICLE 26**  
**PAST PRACTICES**

Past Practices – Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

**ARTICLE 27**  
**DISCRIMINATION**

There shall be no unlawful discrimination against any Bargaining Unit Employee or applicant for employment because of race, color, religion, age, sex, national origin, sexual orientation, sexual/gender identity, sexual expression, pregnancy, marital status, political affiliation, disability (subject to bona fide occupational requirements and ability to perform within those requirements), veterans' status, or any other basis prohibited by local, state or federal law.

**ARTICLE 28**  
**SUCCESSORS**

In the event of a merger, consolidation, sale of assets, lease, or any other transfer of ownership, the Employer shall have an affirmative duty to notify the new owner of the existence of this Agreement.

The Employer shall provide the Union with written notice of any such transaction at least forty-five (45) days prior to the closing of such transaction, provided that a definitive transaction agreement has been executed at such time. In all instances, the Employer will make good faith efforts to notify the Union of any transaction as soon as practicable if a longer notice period is feasible. The notice shall include the name and contact information of the successor, assignee, or transferee. Should the successor, assignee, or transferee agree to meet with the Union, the Employer will make good faith efforts to facilitate such meeting.

Upon request from the Union, the Employer shall meet with the Union promptly to engage in effects bargaining and discuss a plan for the transition, including sharing relevant information.

For clarity, decisions by the Employer to merge, sell, close, or otherwise transfer ownership of its operations, in whole, or in part shall not be the subject of bargaining. However, the Employer shall bargain in good faith with the Union over the effects of the transaction on Bargaining Unit Employees, including, but not limited to, employment status, wages, benefits, and seniority.

**ARTICLE 29**  
**SEPARABILITY & SAVINGS CLAUSE**

If any provision of this Agreement should be held or adjudged illegal or in violation of any present or future law, such adjudication shall not invalidate any other portion or provision of this Agreement, nor relieve any party thereto from their liabilities under this Agreement, but the remainder shall continue in full force and effect. In the event that any portion of said Agreement is held illegal as above mentioned, the parties agree to negotiate a mutually satisfactory legal substitute.

**ARTICLE 30**  
**DURATION AND RENEWAL**

All non-economic provisions of this Agreement shall be implemented as soon as practicable following execution of this Agreement, but in no event later than thirty (30) days after execution of this Agreement. All economic provisions of this Agreement, including wage adjustments and benefit changes, will be implemented in the first full pay period following ratification of this Agreement. This Agreement shall remain in effect until March 31, 2028, and annually thereafter unless either party hereto serves notice on the other of their intent to amend or terminate the Agreement as provided in this Article.

This Agreement may be reopened upon mutual agreement by the parties at any time. If either party hereto desires to modify or amend any of the provisions of this Agreement, or terminate this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of the expiration of this Agreement.

## **SIDE LETTER 1**

### **PAY FOR UNION REPRESENTATIVES**

#### **Bargaining Team Payment**

Those Union members who served on the bargaining team shall be reimbursed for all documented and verified time spent in bargaining sessions with the Employer retroactive to the date bargaining initially commenced in July 2024, up to and including ratification of the Agreement. The Employer shall provide bargaining team members pay for time spent in negotiations with the Employer of up to two hundred (200) hours for each bargaining team member at the rate of eight (8) hours for each day that bargaining was held with the Employer in person, and four (4) hours for each day that bargaining with the Employer was held virtually.

#### **Union Steward Payment**

Official Union Stewards shall be granted up to three (3) days of paid time off per calendar year to attend training and professional development programs sponsored by OFNHP/AFT. In no event shall the total paid time off granted under this provision exceed six (6) days per calendar year for each bargaining unit. Additional time may be granted by the Employer without pay upon request, in the Employer's sole and exclusive discretion.

## **SIDE LETTER 2**

### **TECHNOLOGIST TRAINEE PROMOTION**

Employees hired as a Technologist Trainee will have the following path to promotion to Technologist.

Newly hired Technologist Trainees will receive consistent training while working as technologists. They will be subject, in all respects, to the same expectations, guidelines, and standards as technicians. A hard science degree is required to be considered for the position. To be promoted, a Technologist Trainee must meet the following criteria:

1. Be in good standing for at least six (6) months with no significant performance related issues.
2. Pass a Standardized one (1) year Competency Exam. This one (1) year timeline begins following the completion of their initial training period, which may last up to 90 days depending on CLIA complexity. If the training period extends beyond 90 days, the one-year competency deadline will be calculated from the actual date training is completed. Any Employee in a Trainee classification who successfully completes Labcorp's training program and passes the Employer-administered internal competency examination for Technician duties shall, upon passing, be placed and reclassified to a Technician position within the bargaining unit.
3. In the event a Technologist Trainee has not advanced within eighteen months of entering the program, such Technologist Trainee will be offered another open OFNHP represented position (at the applicable pay rate) for which they are qualified.
4. The Employer shall provide training and educational support to equip Trainees with the knowledge and skills necessary to perform the duties of a Technician and to prepare for the ASCP Board examination including the ASCP checklist and attestation form. Such training shall be designed to encourage Trainees to take and pass the Board examination.

5. Upon passing the ASCP Board exam, the employee shall receive the wages, benefits, and other terms and conditions applicable to Technologists.

### **SIDE LETTER 3**

#### **UNION ADMINISTERED HEALTH PLAN**

Nothing in this Agreement shall preclude the Union, at its sole discretion and expense, from establishing and administering its own healthcare program or benefit plan for represented employees, provided that:

- a. The Union is the sole plan sponsor, fiduciary, and administrator;
- b. The plan is fully independent of the Employer and is not a jointly administered trust;
- c. The plan complies with all applicable federal and state laws, including ERISA and the Internal Revenue Code; and
- d. The Employer has no responsibility for plan design, vendor selection, eligibility determinations, claims administration, appeals, funding adequacy, or regulatory compliance.

#### **Future Bargaining Over Cost Only**

If, in a successor collective bargaining agreement, the Union establishes a healthcare program meeting the conditions set forth above, the Employer is willing to bargain in good faith over participation in and the level of Employer financial contribution toward such Union-administered plan, subject to:

- a. The Employer retaining no fiduciary, administrative, or governance role; and
- b. All plan operation, solvency, and compliance risk remaining exclusively with the Union.

No obligation to contribute, and no agreement on contribution levels, or participation in any Union administered healthcare program, is created by this Side Letter. Furthermore, any contribution must be expressly negotiated and memorialized in a future collective bargaining agreement.

## Year 1 - July 2026

	Designation	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Above	Casual
Lab Assistant, PST Specialist, Specimen Accessioner	A	\$20.00	\$20.50	\$21.01	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77	\$24.37	\$24.98	3.0%	2.0%
PST Team Leader, Customer Service Rep, Hospital Reference Clerk, Ref Test Clerk, Specialty Lab Assistant, Sr Lab Assistant, Specialty Processing Specialist	B	\$21.50	\$22.04	\$22.59	\$23.15	\$23.73	\$24.33	\$24.93	\$25.56	\$26.20	\$26.85	3.0%	2.0%
Pathology Technician, Specimen Processing Specialist II, Sr Specimen Processing Specialist	C	\$23.00	\$23.58	\$24.16	\$24.77	\$25.39	\$26.02	\$26.67	\$27.34	\$28.02	\$28.72	3.0%	2.0%
Support Services Team Lead, Technologist Trainee, Training Coordinator	D	\$24.50	\$25.11	\$25.74	\$26.38	\$27.04	\$27.72	\$28.41	\$29.12	\$29.85	\$30.60	3.0%	2.0%
Technician, Histotechnician	E	\$31.00	\$31.78	\$32.57	\$33.38	\$34.22	\$35.07	\$35.95	\$36.85	\$37.77	\$38.71	3.0%	2.0%
Lead Technician	F	\$32.50	\$33.31	\$34.15	\$35.00	\$35.87	\$36.77	\$37.69	\$38.63	\$39.60	\$40.59	3.0%	2.0%
Technologist, Histotechnologist	G	\$37.00	\$37.93	\$38.87	\$39.84	\$40.84	\$41.86	\$42.91	\$43.98	\$45.08	\$46.21	3.0%	2.0%
Sr Technologist	H	\$38.50	\$39.46	\$40.45	\$41.46	\$42.50	\$43.56	\$44.65	\$45.76	\$46.91	\$48.08	3.0%	2.0%
Lab Services Team Lead, Cytotechnologist, Senior IT Specialist	I	\$40.00	\$41.00	\$42.03	\$43.08	\$44.15	\$45.26	\$46.39	\$47.55	\$48.74	\$49.95	3.0%	2.0%

**Year 2 - July 2027**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Above	Casual
Lab Assistant, PST Specialist, Specimen Accessioner	A	\$20.30	\$20.81	\$21.33	\$21.86	\$22.41	\$22.97	\$23.54	\$24.13	\$24.73	\$25.35	3.0%	2.0%
PST Team Leader, Customer Service Rep, Hospital Reference Clerk, Ref Test Clerk, Specialty Lab Assistant, Sr Lab Assistant, Specialty Processing Specialist	B	\$21.82	\$22.37	\$22.93	\$23.50	\$24.09	\$24.69	\$25.31	\$25.94	\$26.59	\$27.25	3.0%	2.0%
Pathology Technician, Specimen Processing Specialist II, Sr Specimen Processing Specialist	C	\$23.35	\$23.93	\$24.53	\$25.14	\$25.77	\$26.41	\$27.07	\$27.75	\$28.44	\$29.15	3.0%	2.0%
Support Services Team Lead, Technologist Trainee, Training Coordinator	D	\$24.87	\$25.49	\$26.13	\$26.78	\$27.45	\$28.14	\$28.84	\$29.56	\$30.30	\$31.06	3.0%	2.0%
Technician, Histotechnician	E	\$31.47	\$32.25	\$33.06	\$33.88	\$34.73	\$35.60	\$36.49	\$37.40	\$38.34	\$39.30	3.0%	2.0%
Lead Technician	F	\$32.99	\$33.81	\$34.66	\$35.52	\$36.41	\$37.32	\$38.26	\$39.21	\$40.19	\$41.20	3.0%	2.0%
Technologist, Histotechnologist	G	\$37.56	\$38.49	\$39.46	\$40.44	\$41.45	\$42.49	\$43.55	\$44.64	\$45.76	\$46.90	3.0%	2.0%
Sr Technologist	H	\$39.08	\$40.05	\$41.06	\$42.08	\$43.13	\$44.21	\$45.32	\$46.45	\$47.61	\$48.80	3.0%	2.0%
Lab Services Team Lead, Cytotechnologist, Senior IT Specialist	I	\$40.60	\$41.62	\$42.66	\$43.72	\$44.81	\$45.94	\$47.08	\$48.26	\$49.47	\$50.70	3.0%	2.0%