

SEIU Local 503 | Serenity Hospice

2026- 2028 Collective Bargaining Agreement



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ARTICLE 1: STATEMENT OF PURPOSE

SEIU 503 and Serenity Hospice agree that working together will enhance the quality and consistency of the services provided to consumers and will improve working conditions for people who provide care services.

ARTICLE 2: RECOGNITION

Serenity Palliative Care and Hospice, LLC , (“Employer” or, alternatively “Serenity” or the “Company”) hereby recognizes and acknowledges SEIU Local 503 (“Union”) as the sole and exclusive bargaining agent for all full-time, regular part-time, and per diem registered nurses, nurse practitioners, chaplains, social workers, licenses practical nurses, certified nursing assistants, and massage therapists employed by the Employer at its facility located in Eugene, Oregon; but excluding all other employees, managerial employees, office clerical employees, and guards and supervisors as defined by the National Labor Relations Act.

ARTICLE 3: NO DISCRIMINATION

The parties, in accordance with applicable state and federal laws, will not discriminate in employment matters against any employee on account of age, sex, race, creed, color, national origin, marital status, veteran status, religion, religious beliefs, sexual orientation, or physical or mental handicap not relevant to performance of duties. Neither the Employer nor the Union shall discriminate nor retaliate against any Employee because of their membership in or activities on behalf of the Union or because of their refusal to support or engage in activities on behalf of the Union.

ARTICLE 4: SAFE AND HEALTHY WORKPLACE

Section 1: Health and Safety Laws

Employer agrees to, at a minimum, follow all applicable health and safety laws including Occupational Safety and Health Act and the Oregon Safe Employment Act.

Section 2: Personal Protective Equipment

Employer agrees to make every reasonable effort to provide all necessary personal protective equipment. Employees shall be permitted at all times to use such equipment according to the manufacturer’s standards.

Section 3: Clinical Staff Safety

A) Prescreening.

Employer will develop and implement a consistent patient prescreening process that, at minimum, requires that patients or their caregivers comply with each aspect of the safety agreement outlined in the admission packet before any employee performs a visit. The prescreening process will provide consistent and clear definitions of (a) having weapons, including firearms, safely stored and (b) having pets safely secured. Employees will review the prescreening record and verify patient compliance before each visit. If a patient is not compliant, the employee is not required to make the visit and shall immediately notify their manager of the patient's noncompliance.

B) Flagging Safety Concerns.

Employer will create and maintain a mechanism by which employees can visibly flag safety concerns related to the environment of care. Flags for safety concerns, and any recommended safeguards, will be visible in patient charts. Where a safety concern has been flagged (e.g. sexual advances, discrimination, inappropriate client/caregiver conduct), Employer will determine whether it is appropriate to discharge the patient. If the patient is not discharged, Employer will work with the employee to determine whether patient care by the employee can continue while providing a safe work environment and, if so, appropriate strategies to mitigate concerns. If an employee still has safety concerns visiting that patient, the patient will be reassigned, and the employee will not be subject to corrective action based on productivity or exercising the employee's rights under this Article.

ARTICLE 5: DISCIPLINE AND DISCHARGE

Section 1: Just Cause

The Employer shall have the right to discipline employees and to discharge employees only for just cause.

Section 2: Form of Discipline

If the Employer has reason to discipline an employee, the Employer shall make commercially reasonable efforts to discipline the employee in private and in a manner that is not intended to embarrass the employee before other employees, clients, or the public.

Section 3: Safety, Work & Security Rules

The Union will be given copies of all safety, work and security rules and any other rules of conduct established by the Employer.

Section 4: No-Call, No Show

No call-no show is defined as not showing up for a scheduled work assignment without notifying the Employer unless extenuating circumstances make notification impossible. The first no call-no show shall be grounds for a written warning; the second no call-no show shall be grounds for suspension without pay of up to three (3) workdays; and the third no call-no show shall be grounds for termination of employment.

Section 5: Job Abandonment

An employee who fails to show up for work as scheduled for three (3) consecutive workdays without notifying the Employer, unless extenuating circumstances make notification impossible, will be considered as having abandoned their job, and their employment will be terminated.

ARTICLE 6: UNION SECURITY

Section 1: Union Membership

Except where prohibited by law, the Employer agrees that all employees covered under this Agreement shall, as a condition of employment, become and remain members or fee payers of the Union in good standing thirty-one (31) days from the date of employment. Any employee who fails to satisfy this obligation shall be terminated by the Employer after written notification is received from the Union at the Employer's Corporate Office of an employee's failure to become a member or fee payer of the Union. The Employer shall provide written notice to the SEIU Union of such termination via timely submission of required monthly reports.

Section 2: Union Reports

In order to provide the Union with timely and accurate information, the Employer agrees to furnish SEIU Local 503 with reports containing pertinent information on bargaining unit employees. An electronic itemized statement showing all new hires shall be forwarded to the Union office by the 10th of each month. This information will be provided in electronic format. This statement shall also include the following information for every bargaining unit employee if readily available:

- Employee Number
- Employee Name
- Address
- City
- State
- Zip
- Best Employee Phone Number

Cell Number
Email Address
Last Hire Date
Termination Date
Termination Reason Code
Current Employment Status (e.g. full-time, part-time, FMLA leave etc.)
Rate of Pay
Hours worked
Gross Pay
Union Dues Deduction
YTD Hours Worked
YTD Gross Pay
YTD Union Dues

Unless required by law, the Employer shall not release lists of employees or employee information to any third party.

Section 3. Dues Authorization

The Employer agrees to deduct from each employee's pay all authorized fees, dues, assessments, and other deductions and remit such deductions to the Union. The Union shall provide the Employer with a list of bargaining unit employees who have provided a written, electronic or recorded oral request to have monthly Union dues and/or agency fees, plus any additional voluntary Union deductions, deducted from the employee's pay and remitted to the Union ("Union Member List"). Such Union Member List shall similarly identify any membership cancellations or other changes to employee dues, fees or other deductions.

If the Union Member List is submitted to the Employer electronically at least fifteen (15) calendar days before the Employer's next pay day, the Employer shall process such deductions or changes no later than such pay day; otherwise the Employer shall process such deductions or changes no later than the next following pay date. The Employer shall make such deductions from the employee's paycheck following receipt of such Union Member List, and periodically thereafter as specified on the authorization, so long as such authorization is in effect, and shall remit same to the Union. The Union will furnish all the forms necessary to be used for this authorization. Any written applications for Union Membership, authorization for payment of agency fees and/or other Union-related deductions or dues cancellations which the Employer receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request.

The Union will notify the Employer's Corporate Office contact in writing of changes in value or calculation of dues, fees, or other assessments within five (5) days of execution of this Agreement, and forty-five (45) days before the effective date of any change.

Employees may express such authorizations by submitting to the Union a written membership application, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement so long as the Union can establish that such method is verifiable and allowable under state and federal law. An authorization shall be considered verifiable where the Union provides documentation that an employee authorized the specific terms of the payroll deduction either on paper through a written signature, via electronic signature on an on-line or other electronic form that includes the specific terms of the deduction or via an electronically recorded phone call in which the employee authorized such deductions after being informed of the specific terms. Authorized deductions for union dues or an amount equal to union dues shall be revocable, regardless of the employee's membership status, in accordance with the terms under which an employee voluntarily authorized said deductions.

Under no circumstances shall the period of irrevocability for any employee be more than one year.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer pursuant to any communication from the Union under the provisions of this Article. The Union shall be responsible for defending any such action and paying all attorneys' fees and costs incurred in defending against such actions.

ARTICLE 7 – UNION RIGHTS

Employees covered by this Agreement are entitled to act through a Union Representative in taking any grievance action or following any alternative procedure under this Agreement. Once a bargaining unit member has filed a grievance, the employee shall not be required to discuss the grievance without the presence of the Union Representative, if the employee elects to be represented by the Union.

Section 1: Right to Steward

For purposes of representation and mutual administration of the contract, the Union will designate one (1) steward and one (1) alternate from among its members employed by the Employer. The Union will notify the Employer within 10 working days when the steward and alternate have been designated. Serenity shall notify bargaining unit members of their right to a Union steward prior to the time of scheduling any investigatory and/or disciplinary meetings. The steward shall be allowed four (4) hours per month without loss of pay during their scheduled client working hours for the purpose of grievance investigations, and meeting with Serenity management for grievances, or investigatory meetings. The steward must record time spent in these activities on their time sheet.

Section 2: Bulletin Board

The Employer will provide a bulletin board, in an area easily accessible to employees in each branch office, for union postings.

Section 3: New Employee Orientations

Fifteen (15) minutes shall be granted for a representative of the Union to make the presentation to new employees on behalf of the Union for the purpose of identifying representation status, organizational benefits, facilities, related information, and collecting membership applications. The Employer shall give the Union notice of newly hired represented employees within the first week of employment. Upon hiring any new bargaining unit employee, the Employer shall provide the employee with a Union New Hire Packet provided by the Union.

ARTICLE 8: MANAGEMENT RIGHTS

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the Company, all rights, functions and prerogatives of the management of the Company, formerly exercised or exercisable by it, remain vested exclusively in the Company.

Without limiting the generality of the foregoing, the Company specifically reserves solely to itself the management of the Company and the following rights: to determine hours; to schedule and assign work; to direct the workforce; to determine employee qualifications and evaluate competency to maintain the efficiency of operations; to determine business hours; to determine and schedule when overtime shall be worked; to determine the quality and quantity of work to be performed; to establish and require standards of performance and to promulgate reasonable policies; and from time to time change them and enforce them; to establish, implement, and change employment policies, including but not limited to an employee handbook, disciplinary rules, and absenteeism policies; to implement incentives for special assignments; to determine proper staffing and workload requirements; to determine and re-determine job content and to describe jobs; to select and determine the number of Employees assigned to any particular work and job classification and the number of Employees within the job classifications to any shift or work week; to hire and promote within and outside of the bargaining unit; to require reasonable work related duties other than those normally assigned to be performed; to discontinue jobs; to determine operating standards, security measures and operation policies; to determine methods and procedure; to determine which programs and contracts to enter; to select those with whom the Company will do business; to initiate, continue or discontinue training or educational programs; to hire, promote, and demote; to suspend, discharge, or otherwise discipline employees for just cause; to lay off employees for lack of work or for other legitimate reasons; to require overtime; to promulgate and enforce all rules respecting operations, efficiency, safety

measures, and other matters; to determine all equipment to be used, the utilization of all physical facilities and the assignment of Company space; to introduce new or improved methods of operation or technology; to implement and use new equipment, methods and facilities; to decide the number and locations of the facilities; to move or remove the Company or any of its parts to or from other areas; and to extend, maintain, curtail, or terminate all or any part of the Company's operations, programs or facilities.

ARTICLE 9: NO STRIKE OR LOCKOUT

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, sympathy strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Should any activity prescribed in this Section occur, which the Union has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that the Union disapproves of such action and instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition

precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE 10: HOURS OF WORK AND EMPLOYEE CATEGORIES

Section 1: The Workweek

Nothing in this Article is intended to be a guarantee of hours of work per day or per week or pay in lieu thereof. For payroll purposes, the workweek shall be the seven (7) consecutive day period commencing at 12:01 a.m. on Sunday. Travel time between clients is considered work time for the computation of hours worked for overtime compensation.

Section 2: Overtime

Non-exempt employees shall be paid overtime at the rate of time and one-half for all hours actually worked in excess of forty (40) hours in a workweek.

Section 3: Full-Time Employees

Full-time employees are those who are normally scheduled to work, and who regularly work thirty (30) or more hours per week. Full-time nonexempt employees will be paid on an hourly basis as set forth in Article 10. Full-time exempt employees will be paid on a salaried basis as set forth in Article 10.

Section 4: Part-Time Employees

Part-time employees are those who are normally scheduled to work, and who regularly work, between twenty (20) and twenty-nine point nine (29.9) hours per week.

Section 5: PRN

PRN employees are those who are scheduled on an ad hoc, intermittent basis: PRN employees must be available to work at least once every two months unless mutually agreed otherwise with the employer.

Section 6: Probationary Period

The probationary period for new employees shall consist of ninety (90) calendar days from the date of hire. Upon successful completion of the probation period, the employee shall be entitled to be added to the seniority list retroactive to their date of hire. The Employer may discharge a probationary employee with or without cause or advance notice and the probationary employee shall have no recourse to the grievance and arbitration procedure.

Section 7: Workload

Serenity will work collaboratively with employees when determining appropriate and safe workloads. Workloads may be adjusted for mileage, patient acuity, complexity, weather and other circumstances impacting the employee's workload and/or patient care. Employees who are experiencing difficulty meeting patient care needs due to the acuity or complexity of the patients assigned, travel time, or required documentation will inform their manager. The manager will work collaboratively with the clinician to attempt to adjust the employee's workload appropriately. In the event there is a disagreement between Serenity and the Union about workloads, Serenity has the final decision about workloads.

ARTICLE 11: WAGES

Section 1: Hourly Wage Rates

The following wage scales shall be implemented as indicated unless mutually agreed in writing by both Employer and Union. Employees will be awarded points based on the following criteria:

- Employees will earn one (1) point for each year of direct hospice experience in the same discipline with a similar job title and/or duties;
- Employees will receive one-half ($\frac{1}{2}$) point for each year of non-hospice experience in the same discipline with a similar job title and/or duties; and
- RNs will receive one-quarter ($\frac{1}{4}$) point for each year of previous LPN experience.
- Serenity will, in its reasonable discretion, apply positive consideration and weighting to prior employment with Serenity in a different role. In any such analysis, Serenity will consider, without limitation, the role type and duration of prior tenure with Serenity.

The number of points awarded corresponds to each step. Each full point represents a step on the chart. For example, employees with one point will be placed at Step 1, while employees with 10 points will be placed at Step 10.

Points will be rounded up at the applicable half point. For example, an employee with five-and-a-half points will be placed at Step 6 whereas an employee with five-and-a-quarter points will be placed at Step 5.

The Employer shall have the sole reasonable discretion to define the terms in the criteria above, including what constitutes "experience," "discipline," and "similar job titles or duties." The Employer shall further have the sole discretion to place employees at higher steps upon hire.

No employee in the same job title with equal or greater experience shall earn less than a newly hired employee. Equal or greater experience shall be determined by the points system set forth above.

Employees determined to have no experience, and who are thus awarded zero (0) points, will be placed at Step 0.

Employees shall move through the steps annually in March (or such other month as the Company may designate in its reasonable discretion, but in no more than twelve (12) month intervals).

Employees hired on or before September 30 of each year will be eligible to move to the next step the following March. Employees hired after September 30 will be eligible to move to the next step in the March following a full year of employment.

	0	1	2	3	4	5	6	7	8	9	10
CNA	\$23.50	\$24.04	\$24.58	\$25.12	\$25.66	\$26.20	\$26.75	\$27.30	\$27.84	\$28.39	\$28.95
LPN	\$37.00	\$37.66	\$38.33	\$38.99	\$39.66	\$40.33	\$41.00	\$41.67	\$42.35	\$43.03	\$43.71
RN	\$46.12	\$46.70	\$47.29	\$47.88	\$48.46	\$49.05	\$49.65	\$50.25	\$50.85	\$51.45	\$52.06
NP	\$58.00	\$58.98	\$59.97	\$60.96	\$61.95	\$62.95	\$63.95	\$64.95	\$65.96	\$66.98	\$68.00
MSW	\$35.50	\$36.31	\$37.12	\$37.94	\$38.76	\$39.58	\$40.40	\$41.22	\$42.05	\$42.88	\$43.71
Chaplain	\$28.00	\$28.90	\$29.80	\$30.63	\$31.43	\$32.23	\$33.02	\$33.83	\$34.63	\$35.44	\$36.25
MT	\$37.0	\$38.56	\$40.20	\$41.9	\$43.70	\$45.58	\$47.54	\$49.60	\$51.76	\$54.0	\$56.39

Employees at step 10 for more than twelve (12) months will receive a one-time 2.50% longevity differential.

Existing employees will receive back-pay of new wages for all hours worked in the sixteen weeks preceding ratification of this Agreement.

Existing employees are placed on the step scale according to Letter of Agreement.

Section 2: Beeper Duty

Employees shall be paid \$2.00 per hour for time spent on beeper duty but not actively working. Employees shall be paid \$3.50 per hour for time spent on beeper duty if they are on beeper duty on a recognized holiday, as set forth in Article 11.

If an employee on beeper duty is called into work, the Employee shall be compensated at their regular rate of pay for all hours spent actively working, plus two dollars per hour differential if scheduled to work between 5 pm to 7:59am.

Time spent on beeper duty shall not be considered as hours worked for computing overtime, vacation, or sick leave.

To encourage employees to pick up beeper duty, the employer may offer incentives.

Section 3: Weekend Differential

Employees shall be paid one dollar (\$1.00) per hour differential in addition to their regular hourly wage rate for every hour worked on the weekend, as calculated from Friday 5:01pm

through Monday at 7:59am. Weekend differentials shall be included in any computation for overtime, holidays, or other differentials or premium time.

Section 4: Certification Differential

An employee who is Certified Hospice and Palliative Care (HPCC) certified shall receive a certification differential of a 2% increase in their regular, hourly rate of pay. The employee's HPCC certification must be current, nationally recognized, and on file with the Employer. The certification differential will be paid beginning with the first full pay period following the employee's submission of the certification or proof of certification (e.g. positive exam result) and will not be paid retroactively.

Section 5: Preceptor differential

Precepting is the work of a nurse/MSW providing direct clinical instruction, supervision, and evaluation of a nursing or social work student. The preceptor is responsible for teaching and guiding the student's patient care activities and promoting safe clinical practice. Staff that agree to perform precepting duties shall receive the preceptor differential as outlined in this Agreement.

Shadowing shall mean an observational experience only, during which a student observes nursing/MSW practice but does not provide direct patient care and does not require formal instruction or evaluation. Staff allowing students to shadow shall not receive the preceptor differential.

An employee who agrees to perform duties as a preceptor for new hires will be eligible for a flat rate payment upon completion of preceptor responsibilities and submission of all required paperwork. The flat rate amount shall be as follows:

- \$500 for all RN Positions
- \$300 for other disciplines (LPN, SW, CH, etc.)
- \$250 for Hospice Aides

The flat rate amounts detailed above shall be paid for work performed as a preceptor for a new hire a period of time commensurate with the job classification.

A RN BSN who is precepting a nursing student will receive an hourly differential of \$2/hour.

ARTICLE 12: PAID TIME OFF

Section 1: Holidays

The following are the recognized holidays and will be compensated as set forth in Section 2:

1. New Year's Day – January 1
2. Memorial Day – Last Monday in May
3. Independence Day - July 4
4. Labor Day - First Monday in September
5. Thanksgiving Day – Fourth Thursday in November
6. Christmas Day – December 25
7. Floating Holidays – 2 per year (Full-time employees only)

Full-time employees starting between July 1 and October 31 in a calendar year are eligible to receive (1) floating holiday. Full-time employees starting on or after November 1 do not receive a floating holiday that year. Unused floating holidays will not rollover and will not be paid out at the end of the year or at termination. Part-time and PRN employees are not entitled to floating holidays.

Holidays falling on a Saturday will normally be observed on the preceding Friday. Holidays falling on a Sunday will normally be observed on the following Monday. The Employer reserves the right to determine on what day a holiday “falls” (i.e. is observed).

Section 2: Holiday Pay

Full-time employees shall be paid eight (8) hours of holiday pay at their regular rate of pay for the recognized holidays set forth in Section 1.

All employees who work on either the actual or company-observed holiday will be paid 1.5x their hourly rate, in addition to any applicable holiday pay, for all hours worked on such days. Employees who work both the actual and observed holiday will only receive 1.5x their hourly rate on whichever day they work more hours.

Employees on a leave of absence are not eligible to receive holiday pay.

Employees must work the day preceding the holiday and the day following the holiday to be eligible for holiday pay, unless the employee has scheduled time off in advance or is not normally scheduled to work either before or after the holiday.

Section 3: Bereavement Leave

Employees may take paid bereavement leave in the event of a loss as follows:

1. Three (3) Business Days

Paid leave will be granted for the death of the following relationships:

- o Aunts or uncles
- o Grandparents
- o Grandchildren
- o Spouse’s siblings

2. Five (5) Business Days

Paid leave will be granted for the death of the following immediate family members:

- o Children
- o Domestic partner
- o Parents
- o Siblings
- o Spouse
- o Spouse’s parents
- o Spouse’s children

Employees may use accrued (approved) paid time off for any additional needs associated with bereavement. Employees may request additional unpaid time off to discharge the customary obligations related to the death. Such requests are subject to the Employer’s discretion and approval.

Section 4: Vacation Leave Accrual

Full-time employees shall be eligible for vacation leave. Employees will be eligible to take their accrued vacation leave after they have completed their probationary period. Vacation leave is accrued on a per pay period basis in accordance with the schedule below:

<u>Beginning With</u>	<u>Hours Per Year</u>	<u>Maximum Balance/Carryover</u>
Hire Date	80	80
2 Year Anniversary	104	80
4 Year Anniversary	120	120
9 Year Anniversary	160	120

Accrued but unused vacation leave will not be paid out at termination, unless required by law. For employees that resign employment, any accrued but unused vacation time at end of

employment will be paid only if the employee gives two-weeks' notice and works any remaining scheduled shifts.

Vacation leave accrual begins to accrue on the first pay period following active employment.

Employees are not eligible to accrue vacation time while on a leave of absence.

Vacation leave is paid out at the Employee's base hourly rate of pay at the time of the absence.

Part-time and PRN employees are not eligible for vacation leave.

Section 5: Vacation Requests

Employees must request time off for use of vacation in writing and at least two (2) weeks prior to the date the requested vacation commences, except for requests to take vacation during the months of June, July, August, and December. Vacation requests for vacation during June, July, August, and December must be submitted at least four (4) weeks prior to when the requested vacation commences. Except for requests for vacation on a holiday, vacation leave approvals will be granted on the basis of seniority as follows. The Employer will approve or deny requests within one (1) week of receiving the request. In the event two (2) or more employees with the same seniority request the same time, the request shall be awarded based on a coin toss. Nothing in this section will preclude the Employer from approving vacation for vacation if requested with less than the required notice for emergency situations or if the Employer is able to otherwise approve such request. Vacation may be utilized in one (1) hour increments for hourly, non-exempt employees and half-day increments for salary, exempt employees.

For requests for vacation on a holiday, an employee may not use seniority to receive preference over another employee for a requested holiday off if that employee was granted that holiday off in the immediately preceding year. In the event two (2) or more employees request the holiday off and were granted that holiday off in the immediately preceding year, seniority shall govern which of those employees will be granted the requested holiday off.

Employees may not take vacation leave beyond their accrued balance.

Section 6: Sick Leave

All employees shall be eligible for paid sick leave as required by the State of Oregon. The employer shall abide by the Oregon Sick Leave Law.

ARTICLE 13: LEAVES OF ABSENCE

Section 1:

Employees shall be entitled but not limited to all rights and privileges provided in the Family and

Medical Leave Act of 1993; and other federal and state laws regulating pregnancy and/or medical leave as outlined by Company policy. Employees that need a leave of absence without pay must notify their immediate supervisor and then contact ADP TAM to request the leave of absence. An intermittent leave or reduced leave schedule may be granted if the leave is due to the Employee's own illness or the illness of a child, spouse or parent of the Employee. For all family and medical leave of absence requests, employees must complete and submit all required forms to Human Resources, as outlined in the Company's Family and Medical Leave of Absence policy. The decision to grant a leave of absence without pay shall be at the discretion of the Employer except that the Employer shall grant leave of absence without pay to eligible employees for the following reasons and minimum lengths of time:

- Family leave: As required by law.
- Medical leave: As required by law.
- Military and active duty leave: As required by federal law.

Leaves of absence shall not be construed as a break in service. All leave of absences will be without pay, except where leave is covered by accrued vacation or Paid Leave Oregon. Employees who return to employment shall be reinstated with tenure. The Employer may temporarily transfer the Employee to another available position with equivalent pay and benefits that better accommodate the Employee's scheduling needs, or if the needs of the Employer require it.

Employees shall be eligible for a personal leave of up to 30 days. Employees requesting Personal Leave must do so in writing to the agency director. The Employer shall respond to a request for Personal leave in writing within ten (10) working days. If the Employer is unable to accommodate an Employee's request for Personal Leave, the Employer shall provide reasons and alternative options for accommodating the Employee's request, e.g., rescheduling, postponing.

Section 2: Return from leave of absence

The Employee returning from an authorized leave of absence is entitled to return to the employee's same position that they held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The Employer will make a good faith effort to reinstate Employees returning from an authorized leave of absence to their previous or similar assignment and schedule. An employee who fails to return to work

within 3 working days of the expiration of a leave, and/or has not obtained an extension of the leave prior to its expiration will be considered to have voluntarily terminated employment.

ARTICLE 14: SENIORITY

Section 1: Definition

Employees completing the probationary period shall be credited with seniority retroactive to date of hire. Seniority shall be defined as the length of service within the bargaining unit from date of hire.

Section 2: Termination

Seniority shall be broken and an employee terminated on the occurrence of any of the following events:

1. Discharge for cause;
2. Resignation;
3. Failure to report to work within five (5) calendar days after recall from layoff. The employee will be notified by telephone and email at the employee's last known contact information;
4. Employee fails to return to work from an approved leave of absence;
5. Employee is absent from work for three (3) consecutive workdays without reporting to management. Such three (3) days with no report shall be deemed a voluntary resignation; and
6. Layoffs of six (6) consecutive months or a period equal to the employee's length of service when the layoff began, whichever is less; however, the original seniority date shall be reinstated upon recall.

ARTICLE 15: RECORDS AND PAY PERIODS

Section 1:

Employees shall be furnished a copy, which can be access to an electronic copy, of their itemized deductions each pay period, which shall include the current hours worked, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues deduction, in accordance with the Companies payroll procedures.

Section 2:

Payment of wages at a minimum shall be twice monthly unless such pay schedule is altered by agreement between the parties. The company shall make the pay schedule available to all employees. If a payday falls on a Saturday, the check will be distributed the preceding Friday. If a payday falls on a Sunday, checks will be distributed on the following Monday, unless the

Monday distribution date is one of the recognized holidays, in which case the checks will be distributed on the preceding Friday, or unless the branch, as of the signing of this Agreement, distributes the checks on a Friday.

ARTICLE 16: TRANSPORTATION

Section 1: Travel Pay

Non-exempt employees shall be paid at their regular rate of pay when traveling between assigned work locations during their workday. Employees shall not be paid for time spent traveling to their first location of the day or traveling home from their last location of the day.

Section 2: Mileage reimbursement

Employees required to use their personal vehicle for company business shall be reimbursed for mileage at 90% of the IRS Standard Mileage Rate, or what Addus is reimbursing for mileage in their national operations, whichever is greater, on their next paycheck.

Section 3: Inclement Weather

If the Administrator announces the office is closed due to inclement weather, clinical field staff are expected to contact leadership remotely and coordinate efforts to complete patient visits, unless travel is unsafe. Office staff may be directed to work remotely when the office is closed and should be prepared to perform duties from home if they have the capability. Exempt staff (salaried) will receive regular pay. Non-exempt staff (hourly) will be paid for hours worked. PTO may be used to cover missed hours if the employee is unable to work remotely or complete scheduled shifts.

ARTICLE 17: PROFESSIONAL DEVELOPMENT

Section 1: Development

In order to promote professional development, the Employer will continue to make trainings available on its LMS platform.

Section 2: Continuing Education

Employees may request reimbursement for continuing education and certifications related to their job duties. The Employer shall have sole discretion to decide whether to reimburse any such expenses.

ARTICLE 18: LABOR MANAGEMENT RELATIONS COMMITTEE

In recognition of the benefits of ongoing communication and collaboration, a joint Labor Management Committee may be established to discuss collaborative solutions to jointly identified challenges. This committee shall consist of equal numbers of represented and non-represented employees.

The committee may be called to form anytime upon agreement between the Union employee representative president and the Region Manager.

Employees appointed to the Labor Management Committee shall be in pay status during the time spent in committee meetings. The Committee shall be on a meet-and-confer basis only and shall not be construed as having either the authority or the entitlement to negotiate. The activities and results of the Labor Management Committee shall not be cited as precedent setting unless mutually agreed upon by all parties.

The Labor Management Committee is not a substitute for the grievance and arbitration process and matters that are grievances shall not be discussed in the Labor Management Committee.

ARTICLE 19: REDUCTION IN FORCE/LAYOFF

A layoff is defined as a permanent reduction in the number of employees employed by the Employer in the branch or in an office. In the event of a need for a reduction in force, the Employer will notify the Union seven (7) days in advance and identify the number of Employees affected.

ARTICLE 20: GRIEVANCE PROCEDURE

Employees covered by this Agreement are entitled to act through a Union Representative in taking any grievance action under this Agreement. Once a bargaining unit member has filed a grievance, the employee shall not be required to discuss the grievance without the presence of the Union Representative, if the employee elects to be represented by the Union.

Section 1: Definition

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the Union involving an alleged violation by the Employer of the terms of this Agreement.

Section 2: Process

Grievances shall be handled in the following manner: The company and the union agree that wherever possible, problems should be solved at the earliest possible step.

Step One: The grievance shall be prepared in writing and shall be presented by the grievant and/or the union to the Agency Director or their designated representative within thirty (30) calendar days from the date of the occurrence of the facts or from the date the alleged violation first became known; provided, however, that in the case of a grievance based upon or related to the discharge of an employee, such written grievance must be presented within thirty (30) calendar days after the date of discharge. The grievance shall provide a detailed statement of the facts forming the basis for the grievance and identify the contractual provision alleged to have been violated. The company will respond in writing within thirty (30) calendar days.

Step Two: If no settlement has been reached by the grievant and the employer or the company's time line has expired, the Union may advance the grievance to the second step by sending written notice to the Regional Vice President or their designated representative within fourteen (14) calendar days of the company's last response or, if no response was received, within seven (7) calendar days of the expiration of the company's deadline to respond. The company will respond in writing within 14 calendar days.

Step Three: If no settlement is reached or the employer does not respond within fourteen (14) calendar days after the date the grievance is presented to the Employer as provided in Step Two, then the Union may advance the grievance to arbitration by sending written notice to the Regional Vice President of its intent to arbitrate. The time limits in this Article may be extended by mutual agreement of the authorized representative of the parties.

Section 3: Arbitration

In the event that a dispute proceeds to arbitration, the Union and employer shall make a good faith effort to agree on an arbitrator. In the event the union and employer are unable to agree, and not later than seven (7) calendar days from receipt of the first request for arbitration, the Union and employer shall select the list of arbitrators as follows:

- (a) The Federal Mediation and Conciliation Service (FMCS) shall submit a list of seven (7) arbitrators to the union and to the Employer. All arbitrators on this list shall be members of the National Academy of Arbitrators and maintain an office in the FMCS subregion that includes Eugene, Oregon.
- (b) Within ten (10) calendar days after receipt of the arbitration panel, the Parties shall

alternately strike, beginning with whoever brought the grievance, until only one name remains.

The jurisdiction of the impartial arbitrator is limited to:

- (1) Adjudication of the issues which under the express terms of this Agreement;
- (2) Interpretation of the specific terms of this Agreement, including any policies or rules promulgated by the Employer pursuant to its authority under this Agreement, which are applicable to the particular issue presented to the arbitrator;
- (3) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or any of the Employer's policies or rules promulgated pursuant to this Agreement and/or which is in conflict with any of the provisions of this Agreement and/or any of the Employer's policies or rules promulgated pursuant to this Agreement; and
- (4) The rendition of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.

The arbitrator will render a decision within thirty (30) calendar days after the hearing. The decision shall be final and binding upon the Employer, the Union and the employees affected, provided that this does not preclude any party to this Agreement from seeking judicial review as provided by law. The costs of the arbitration shall be split by the parties. All other expenses shall be paid by the party incurring them.

The time limits for filing and prosecuting a grievance as set forth herein are jurisdictional.

ARTICLE 21: HEALTH AND WELFARE

During the term of this Agreement, employees shall be eligible to participate in the fringe benefit programs offered by the Employer to its other non-bargained employees in Oregon on the same terms and on the same basis as the Employer chooses to offer those programs.

The company will provide employee premium relief for 100% of the employee premium cost to employees enrolled in the Employee-Only coverage tier in the PPO Core medical plan. The company will also provide employee premium relief at the same dollar amount as applicable to the Core PPO medical plan for all other health and welfare plan types offered by the company, and such amount will be applied in all cases directly to reduce employee premium contributions. In no event will employee premiums be reduced to an amount less than \$0 per month.

ARTICLE 22: RETIREMENT PLAN

Employees may participate in the Employer's 401k Plan as set forth in the applicable plan documents as may be amended by the Employer from time to time. The Employer will annually match employee contributions into that Plan subject to the matching provisions in the applicable plan documents as may be amended from time to time and the vesting schedule for Employer contributions set forth in plan documents as may be amended from time to time. Such match shall be distributed to Employee's 401(k) account with the Employer's practice for providing those matching funds. The Employer retains the right to unilaterally amend the plan at any time, including matching percentages, investment offerings, plan administrators or fiduciaries, and other terms, so long as it acts in a non-discriminatory manner that is consistent with plan documents and applicable law.

ARTICLE 23: DIGNITY AND RESPECT

In an effort to promote an effective partnership relationship, the parties agree that they will treat their respective representatives with dignity and respect, and that employees and supervisors and other members of management will all treat each other with dignity and respect.

Neither Serenity nor the Union will publish newsletter articles or distribute other communication that is disparaging of the other party without first having made an effort to resolve the issue with management. Such disparagement would include information relating to specific individuals of the Company or the Union, issues that would be readily addressed when called to the attention of upper management of the Company or the Union, and are overall contrary to the spirit of cooperation and partnership as represented by this Agreement. It is also an expectation that this spirit of cooperation will exist in all inter-personal communication.

This article is not intended to restrict the ability of the Company or Union to communicate with employees or Union members related to business differences or disagreements between the Company and Union.

ARTICLE 24: SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all

other provisions not declared invalid shall remain in full force and effect. All provisions contained in this Agreement are subject to government review and approval under applicable economic controls, laws and regulations.

ARTICLE 25: SUCCESSORSHIP

Subject to the requirements of applicable law or regulation, if the company is to be sold, assigned, leased or transferred, the Employer shall notify the Union in writing, at least sixty (60) calendar days prior to the consummation of such transaction. Such notice shall include the name of the prospective new owner, assignee, lessee or transferee.

Serenity agrees to notify the Union in the event any transaction is reported to the Securities and Exchange Commission (SEC) which may affect the interests of Union members.

ARTICLE 26: DURATION AND TERM

This agreement shall be effective immediately upon membership ratification and shall remain in full force and effect through September 30, 2028 unless amended by mutual written agreement of the parties. The agreement shall be automatically renewed from year to year thereafter unless either party provides written notice of intent to modify the agreement at least sixty (60) days prior to the anniversary date of the contract.

For SEIU Local 503/OPEU

For Serenity, LLC



Nancy Giesen (Mar 10, 2026 16:09:12 PDT)

Nancy Giesen

10-Mar-2026

Date



Sean Gaffney (Mar 10, 2026 19:51:42 CDT)

Sean Gaffney

10-Mar-2026

Date

Mary Marschall

Mary Marschall (Mar 11, 2026 11:38:06 PDT)

Mary Marschall

11-Mar-2026

Date



Deb McLaughlin (Mar 10, 2026 15:39:43 PDT)

Deb McLaughlin

10-Mar-2026

Date



Jordan Saleh (Mar 10, 2026 16:33:26 PDT)

Jordan Saleh

10-mar-2026

Date



Dwanna Tapio (Mar 10, 2026 15:44:52 PDT)

Dwanna Tapio

10-mar-2026

Date



Penny Rader Vanberg (Mar 10, 2026 15:36:08 PDT)

Penny Vanberg

10-mar-2026

Date

Lesley Adams

Lesley Adams (Mar 11, 2026 11:08:00 PDT)

Lesley Adams, SEIU

11-Mar-2026

Date

Melissa Unger

3/12/2026

Melissa Unger

Date

Executive Director, SEIU Local 503 OPEU

LETTER OF AGREEMENT: ARTICLE 2—RECOGNITION

Dwanna Tapio, LPN, in her position as a Clinical Team Assistant, will be a member of the bargaining unit for the duration of her employment with Serenity.

LETTER OF AGREEMENT: INITIAL PLACEMENT. ARTICLE 11—WAGES

Upon ratification (which the Parties agree to be effective as of March 1, 2026), Employees will be initially placed at their current step on the wage scale set out in Article 11. Employees will receive the first step increase on March 1, 2027. Employees placed at step ten (10) on March 1, 2026, will receive the longevity differential on March 1, 2027.

NAME	INITIAL STEP PLACEMENT
Kristen Best	7
Karen Erazo	10
Nancy Giesen	4
James Hackett	6
Mary Marschall	10
Deb McLaughlin	10
Renee Rocheleau	10
Jordan Saleh	3
Allison Sanders	3
Dwanna Tapio	10
Penelope Vanberg	10
Rachelle Waldrip (Shipley)	10
Lee White	6
Shawnii Williams	10
Jennika Roe	4
Michelle Owen	5
Fred Jones	10
Kristi Wallace	9