

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this 30th day of June, 2008, between INGLIS HOUSE (hereinafter "Inglis House" or "Employer") and DISTRICT 1199C, NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFSCME, AFL-CIO (hereinafter "Union").

WHEREAS, Inglis House and the Union are parties to a Collective Bargaining Agreement which expires by its own terms at midnight, June 30, 2010; and

WHEREAS, that Collective Bargaining Agreement includes a re-opener effective June 30, 2008 for the purpose of negotiating contributions to the Health and Welfare Fund for the fourth and fifth years of the Agreement, and

WHEREAS, Inglis House and the Union are desirous of addressing funding issues, wage payments, representation of employees, and other issues between them; and

WHEREAS, Inglis House and the Union have bargained in good faith and have tentatively agreed upon the terms of an extension of the Collective Bargaining Agreement subject to approval by the Board of Directors and ratification by members of the Union;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. The terms and conditions of the Collective Bargaining Agreement shall remain the same except for the following changes, additions and deletions.

2. Article V, Wages. Sections 5.0, 5.1 revised to reflect wage changes as follows- effective July 1, 2008 – 2% across the board.

3. Article XV, Pensions. Section 15.1(a): Add two new sentences to the end of the paragraph as follows: "Effective July 1, 2008, Inglis House shall continue to contribute monthly on behalf of those Employees on the payroll prior to July 1, 1995 to the Pension Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the Fund) nine and eighty-six hundredths percent (9.86%) of the gross payroll of the Employees within the bargaining unit exclusive of those Employees who have not completed the probationary period or were hired on or after July 1, 1995. Effective June 30, 2010, the contribution rate of 9.86% as described above shall be reduced to the rate of eight and fifty-six hundredths percent (8.56%) of gross payroll as described above."

Section 15.1(b): Add two new sentences to the end of the paragraph as follows: "Effective July 1, 2008, Inglis House shall contribute five percent (5%) monthly to the Pension Fund for Nursing Home and Health Care Employees - Philadelphia and Vicinity on behalf of those Employees hired on or after July 1, 1995 on the gross payroll of those Employees within the bargaining unit hired on or after July 1, 1995 exclusive of those Employees who have not completed the probationary period.

4. Article XXIII, Benefit Fund. Section 23.0 paragraphs (a), (b), (c) and three unnumbered paragraphs after (c) deleted and replaced as follows:

(a) Effective July 1, 2008, Inglis House shall continue to contribute to the Benefit

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Fund for Hospital and Health Care Employees - Philadelphia and Vicinity (hereinafter called the "Benefit Fund") monthly a sum equal to thirty and seven-tenths percent (30.7%) of the gross payroll of all full-time and regular part-time Employees in the bargaining unit covered by this Agreement, exclusive of those Employees who have not completed the probationary period. The amounts due from and paid by Inglis House under Section shall be reduced by and include the employee contribution amounts deducted under this section.

(b) Effective July 1, 2008 each Employee for whom Inglis House makes a contribution to the Benefit Fund shall pay twenty dollars (\$20.00) per week, which sum shall be deducted from their pay as contribution for their health and welfare benefits.

(c) Effective July 1, 2009 each Employee for whom Inglis House makes a contribution to the Benefit Fund shall pay thirty dollars (\$30.00) per week, which sum shall be deducted from their pay as contribution for their health and welfare benefits.

(d) The above Employee contributions shall be made on a pre-tax basis.

Section 23.5 deleted in its entirety.

FURTHER, the parties hereto, intending to be legally bound, agree as follows:

1. Ratification of agreement to occur by June 30, 2008.
2. Inglis House will pay negotiating committee for lost straight time wages.

INGLIS HOUSE

DISTRICT 1199C, NATIONAL UNION  
OF HOSPITAL AND HEALTH CARE  
EMPLOYEES, AFSCME, AFL-CIO

By: \_\_\_\_\_

*Cherie Whistler*

*Mario R. Pano*

*Timothy J. Murphy*

*Gwendolyn Pothove*

\_\_\_\_\_

By: \_\_\_\_\_

*Michelle Miller*

*Debra Hall*

*Yatharail J. Ferrugia*

*Tanya Kofee*

*[Signature]*

*[Signature]*

*Semaria Johnson*

*George Etcheberry*

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