

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into this 14th day of May, 2008, between Thomas Jefferson University (Jefferson) and The National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and its Affiliate District 1199C (Union).

WHEREAS, Jefferson and the Union are parties to a collective bargaining agreement which expires at midnight on June 30, 2010 ("Collective Bargaining Agreement" or "Agreement"), and

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

WHEREAS, Jefferson and the Union are desirous of addressing funding issues related to the District 1199C Pension Fund, and

WHEREAS, Jefferson and the Union have agreed upon a tentative agreement subject to ratification by the members of the Union and Thomas Jefferson University's Board of Trustees,

NOW THEREFORE, the parties 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 34. TERM.** The Collective Bargaining Agreement shall be extended two (2) years, and therefore shall continue in full force and effect until midnight June 30, 2012, and thereafter from year to year unless either party gives written notice to the other ninety (90) days prior to the expiration date of any succeeding yearly expiration date of a desire to negotiate with respect to the terms and conditions of the Agreement
3. **ARTICLE 5. WAGES.**

Effective July 1, 2008, at the beginning of the first shift, there shall be a two percent (2%) across the board increase which shall be added to the base rate.

Effective July 1, 2009, at the beginning of the first shift, there shall be a three percent (3%) across the board increase which shall be added to the base rate.

Effective July 1, 2010, at the beginning of the first shift, there shall be a three percent (3%) across the board increase which shall be added to the base rate.

Effective July 1, 2011, at the beginning of the first shift, there shall be a three percent (3%) across the board increase which shall be added to the base rate.

4. ARTICLE 23.1 WELFARE. Change Paragraph 23.1 to read:

Effective July 1, 2008, Jefferson shall contribute to the Benefit Fund for Hospital and Health Care Employees – Philadelphia and Vicinity (the "Fund") a sum of money equal to thirty-three and two-tenths percent (33.2%) of the gross payroll of all full-time and regular part-time employees covered by this Agreement who have satisfactorily completed their probationary period. Jefferson shall also contribute thirty-three and two-tenths percent (33.2%) of the gross payroll of part-time employees covered by this Agreement who work less than twenty (20) hours but at least eight (8) hours per week and who have been on Jefferson's active payroll more than eighteen (18) months. Such payment by Jefferson shall be made monthly based upon the previous month's payroll.

5. ARTICLE 23.2. WELFARE. Delete the current Paragraph 23.2 in its entirety and change to read:

(a) Effective July 1, 2008, each employee for whom Jefferson makes a contribution to the 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.

(b) Effective July 1, 2009, each employee for whom Jefferson makes a contribution to the Fund shall pay in addition to the aforesaid contribution an additional ten dollars (\$10.00) per week, for a total of thirty dollars (\$30.00) per week, which sum shall be deducted from their pay as a contribution for their health and welfare benefits.

(c) Effective July 1, 2011, each employee for whom Jefferson makes a contribution to the Fund shall pay in addition to the aforesaid contribution an additional ten dollars (\$10.00) per week for a total of forty dollars

(\$40.00) per week, which sum shall be deducted from their pay as a contribution for their health and welfare benefits.

(d) The employee contributions described above in Sections 23.2(a)(b) and (c) shall be retained in their entirety by Jefferson, and will be included in the amount contributed by Jefferson set forth in Section 23.1 above.

The above employee contributions shall continue to be made on a pre-tax basis.

- 6. ARTICLE 23.6. WELFARE.** Delete the current Paragraph 23.6 in its entirety and change to read:

Between October 15 and November 1, 2008 and 2010, each employee covered by this Article may elect Jefferson's OPT Flexible Benefits Program, and conversely, may elect to withdraw from the OPT program and join the Union Welfare Fund.

- 7. ARTICLE 24. PENSION.** Change Paragraph 24.1 to read:

Effective July 1, 2008, Jefferson shall contribute 9.86% of the gross payroll for all full-time and regular part-time employees who have satisfactorily completed their probationary period, and part-time employees who work less than twenty (20) hours but at least eight (8) hours per week and have been employed by Jefferson for five (5) consecutive years, to the Pension Fund for Hospital and Health Care Employees – Philadelphia and Vicinity.

Effective June 25, 2012, the contribution rate of 9.86% as described above shall be reduced to the rate of 8.56% of gross payroll as described above.

Such payments by Jefferson to the Pension Fund shall be made monthly based upon the previous month's payroll.

8. ARTICLE 6. COST OF LIVING. Add the following paragraphs to Article 6:

6.10 Effective the first pay period after the June 2010 Index is published, retroactive to July 1, 2010 cost-of-living adjustment shall be paid, if applicable, under the same terms and conditions as described above.

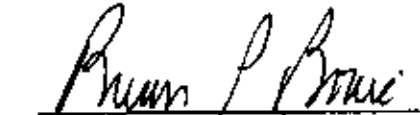
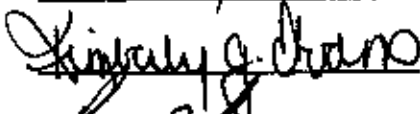
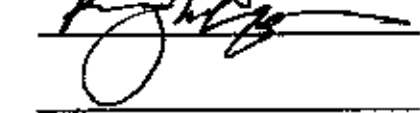
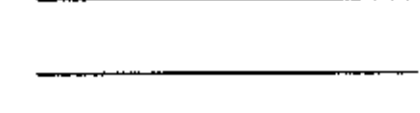
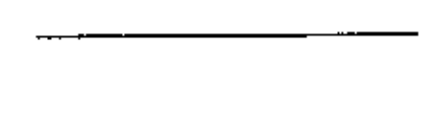



6.11 Effective the first pay period after the June 2011 index is published, retroactive to July 1, 2011 cost-of-living adjustment shall be paid, if applicable, under the same terms and conditions as described above.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be signed in their respective names by their respective representatives thereto duly authorized.


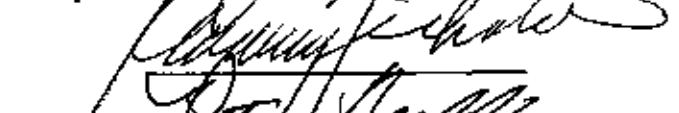
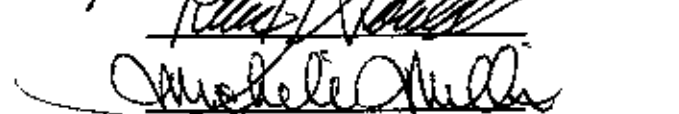

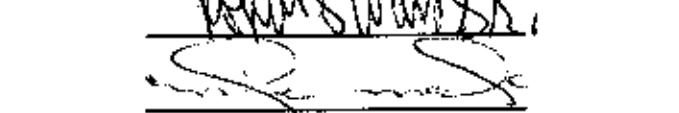
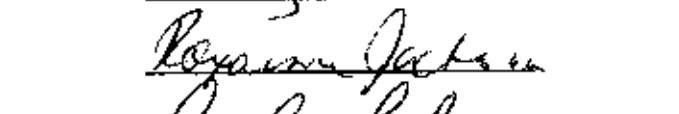
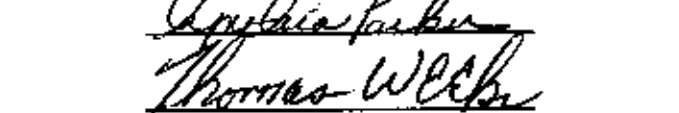
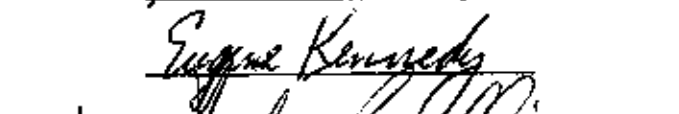
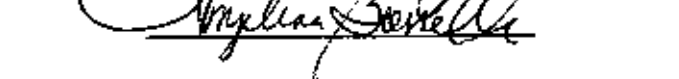
Thomas Jefferson University

**The National Union Of Hospital and
Health Care Employees, AFSCME,
AFL-CIO and Its Affiliate District
1199C**

By:

By:

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