

**MINUTES OF SPECIAL MEETING
OF
BOARD OF TRUSTEES
OF
YOUNGSTOWN STATE UNIVERSITY**

Tod Administration Building
Thursday, October 31, 2002

Pursuant to a call issued by the president, a special meeting (the two hundred thirty-ninth) of the Board of Trustees of Youngstown State University convened at 4:15 p.m., Thursday, October 31, 2002 at Mr. Anthony's Banquet Center in Boardman, Ohio.

Eight trustees were present at the meeting, to-wit: Mr. Joseph S. Nohra, chairperson of the board, who presided, Dr. Chander M. Kohli, Mr. Larry E. Esterly, Mr. Charles B. Cushwa III, Mr. F. W. Knecht III, Dr. H. S. Wang, Mr. John L. Pogue and Mr. Larry D. DeJane. Absent was Mrs. Eugenia C. Atkinson. Also present were student trustees Mr. Jeffrey J. Parks and Mr. Matthew Pastier.

Also present were: Dr. David C. Sweet, President, and Franklin S. Bennett, Jr., secretary to the board of trustees.

The chairperson called the meeting to order.

ITEM I - PROOF OF NOTICE OF MEETING.

Evidence was available to establish that pursuant to Article II, Section 2, of the board's *Bylaws*; notice of the call for today's special meeting was duly provided to each of the trustees, the student trustees and to the president.

ITEM II - DISPOSITION OF MINUTES FOR REGULAR MEETING HELD SEPTEMBER 24, 2002.

Disposition of the minutes of the regular meeting of the board held September 24, 2002 was deferred until the next regular meeting of the board.

ITEM III - REPORTS OF THE COMMITTEES OF THE BOARD.

The board considered the following committee reports and recommendations:

1. Finance and Facilities Committee.

The chairperson recognized Mr. Cushwa who moved the adoption of the following resolution:

Resolution to Authorize
Eminent Domain Proceedings

YR 2003-20

WHEREAS, Youngstown State University has identified an area surrounding the campus within which it seeks to acquire property needed for the benefit of the University; and

WHEREAS, the property located at 529 Walnut Street, Youngstown, Ohio, and known as Youngstown City Lot No. 11794 (William Dorbish property) is needed for the benefit of the University.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University has previously authorized the acquisition of the property described above, and now further authorizes the use of eminent domain proceedings to acquire the property in the event that the University cannot acquire the property through good faith discussions with the property owner, and further authorizes the Administration to request that the Department of Administrative Services take appropriate action to commence eminent domain proceedings on behalf of the University if such proceedings become necessary.

Dr. Kohli seconded the motion. Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

2. Internal Affairs Committee.

The chairperson recognized Dr. Kohli, chairperson of the Internal Affairs Committee, who stated that the committee was recommending two resolutions for adoption by the board. On behalf of the committee, he then moved for adoption of the following resolution:

Resolution Regarding
YSU-APAS Labor Agreement

YR 2003-21

WHEREAS, a collective bargaining agreement effective

from July 1, 2000 through June 30, 2003 (Agreement) was negotiated between Youngstown State University (University) and the Youngstown State University Association of Professional/Administrative Staff (APAS), an affiliate of the Ohio Education Association; and

WHEREAS, a health insurance plan was included in the Agreement, however, subsequent to the execution of the Agreement the University identified changes to the aforesaid health insurance plan that provides savings to the University and enhanced benefits to employees (New Health Plan); and

WHEREAS, the University desires to provide an enhanced and uniform health insurance plan to all University employee groups; and

WHEREAS, the Agreement also provided for the appointment of a Pay Grade Study Committee to review the pay grade system for APAS members, however, completion of that review has extended beyond the originally anticipated date and, as a consequence, any pay adjustments that may result from said review for APAS members have been delayed; and

WHEREAS, the University and APAS desire to address the effective date of any pay adjustments that are made as a result of the pay grade system review; and

WHEREAS, APAS members have made a substantial and meaningful contribution to the increase in enrollment the University has experienced; and

WHEREAS, the University and APAS have negotiated a Memorandum of Understanding to (i) amend the Agreement by incorporating the New Health Plan and addressing the effective date of any pay adjustments for APAS members resulting from the pay grade system review; (ii) agree upon inclusion of the New Health Plan in the successor agreement to be negotiated between APAS and the University; and (iii) award the APAS membership an enrollment incentive payment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the Memorandum of Understanding between the University and APAS attached to this Resolution as Exhibit A is hereby approved, subject to formal approval of said Memorandum of Understanding by the APAS membership.

Mr. Cushwa seconded the motion. Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Kohli then moved the adoption of the following resolution:

Resolution Regarding
YSU-FOP Labor Agreement

YR 2003-22

WHEREAS, a collective bargaining agreement effective from April 1, 2000 through March 31, 2003 (Agreement) was negotiated between Youngstown State University (University) and the Youngstown State University Fraternal Order of Police, Ohio Labor Council, Inc. (FOP); and

WHEREAS, a health insurance plan was included in the Agreement, however, subsequent to the execution of the Agreement the University identified changes to the aforesaid health insurance plan that provides savings to the University and enhanced benefits to employees (New Health Plan); and

WHEREAS, the University desires to provide an enhanced and uniform health insurance plan to all University employee groups; and

WHEREAS, the University and FOP have negotiated a Memorandum of Understanding to (i) amend the Agreement by incorporating the New Health Plan; (ii) agree upon inclusion of the New Health Plan in the successor agreement to be negotiated between FOP and the University; and (iii) award the FOP membership an enrollment incentive payment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the Memorandum of Understanding between the University and FOP attached to this Resolution as Exhibit B is hereby approved, subject to formal approval of said Memorandum of Understanding by the FOP membership.

Mr. Cushwa seconded the motion. Following discussion, the motion received the affirmative vote of all trustees present.

The chairperson declared the motion carried and the resolution adopted.

ITEM IV - COMMUNICATIONS, MEMORIALS

There were no communications or memorials for consideration by the board.

ITEM V - UNFINISHED BUSINESS

The board considered no unfinished business.

ITEM VI - NEW BUSINESS

The board considered no new business.

ITEM VII - TIME AND PLACE OF UPCOMING REGULAR MEETINGS

YR 2002-23

Upon motion duly made and seconded, the trustees resolved to set the following dates and times for the next regular meetings of the board:

- 3:00 p.m. on Wednesday, December 18, 2002
- 3:00 p.m. on Friday, March 21, 2003
- 3:00 p.m. on Friday, June 20, 2003

ITEM VIII - ADJOURNMENT

Upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 4:20 p.m.

Chairperson

ATTEST:

Secretary to the Board of Trustees

MEMORANDUM OF UNDERSTANDING - 2000-2003

The Association of Professional/Administrative Staff (YSU-APAS) and Youngstown State University (University), having discussed and mutually agreed, do hereby enter into this Memorandum of Understanding to (i) amend the current Agreement between YSU-APAS and the University regarding the health insurance plan and the effective date of any salary adjustments negotiated as a result of the pay grade study by Buck Consultants; (ii) agree upon inclusion of the health insurance plan benefits contained in this Memorandum of Understanding in the successor agreement to be negotiated by the parties; and (iii) award the APAS membership an enrollment incentive payment. The language agreed upon by the parties to accomplish the agreement summarized above is set forth below as follows:

The parties agree that Article 4 of the current Agreement shall be amended as follows:

ARTICLE 4 SALARIES

4.10: Pay Grade Study Committee: The Association and the Administration shall form a joint committee to review the current pay grade system for members of the bargaining unit. The purpose of the review is to report and recommend to the President of the University and the President's Cabinet as to whether the current pay grade system provides adequate and equitable compensation for each member of the bargaining unit, and to study the criteria and rationale for placement into each pay grade. The committee will consist of three (3) members appointed by the President of the Association and three (3) members appointed by the Executive Vice President. The committee will be appointed no later than September 1, 2000 and their report and recommendations will be due no later than March 1, 2001. The parties agree that the negotiations teams will meet no later than June 30, 2001 to review the recommendations of the study committee and the Administration's response to the report and recommendations. ~~Any salary adjustments negotiated as a result of the pay grade study will not be retroactive prior to July 1, 2002.~~

The parties agree that Article 5 and Appendix G of the current Agreement shall be amended as follows:

ARTICLE 5 INSURANCE BENEFITS

5.1: Health Care Advisory Task Force: The University and the Association support the continuance of the University Health Care Advisory Task Force, consisting of at least two (2) representatives from the University and at least two (2) representatives from the Association. The charge of the task force is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefits levels. During the term of this Agreement, the HCATF shall determine the impact of the Health Insurance Portability and Accountability Act of 1996 and review other health related issues presented to the Task Force. The HCATF shall make annual reports to the University and Association.

5.2: ~~During the period July 1, 2000 to August 15, 2002 through December 31, 2002, the University agrees to maintain the existing benefits for bargaining unit members as they are in effect June 30, 2000 August 15, 2002. The premium for all group insurance benefits for active employees will be paid by the University. Cost sharing will be considered by the Health Care Advisory Task Force and the University~~

and the Association as part of their deliberations for a new health care agreement in 2002, if the total costs of health care and insurances increase beyond the base of \$6,500,000 per year. During the term of this Agreement, the Health Care Advisory Task Force will consider retaining or modifying the existing annual cap of \$6,500,000 on health care and insurance. An Internal Revenue Code (IRC) Section 125 benefit plan is available to bargaining unit members. Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees selecting this benefit. Employee contributions under this plan will be made by payroll deduction. Monthly administrative charges for the Third Party Administrator (TPA) of the program shall also be paid by payroll deduction and shall not increase for the duration of this Agreement. Enrollment in IRC Section 125 plans requires participation from January 1 to December 31 of any year. Effective January 1, 2003, and for the duration of this Agreement, members of the bargaining unit will have not less than three group health insurance plans from which to choose, with benefits under each plan equivalent to or better than those provided in the certificates that were in place as of January 1, 2002, except that the enhanced benefit levels specified in the schedule attached hereto as Appendix G shall be provided. Members of the bargaining unit will annually have the right to enroll in one of the plans during the open enrollment period established by the University. During the term of this Agreement, the premium for all group insurance benefits for active employees will be paid by the University. Effective January 1, 2003, and for the duration of this Agreement, the University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plan) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital.

5.3: Dental: For the duration of the Agreement, the University will continue to provide the same group dental insurance benefits with a deductible of \$50 per covered person each calendar year.

5.4: Life Insurance: Subject to Section 5.5, the University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (22) times the bargaining unit member's annual salary, subject to a cap of \$150,000.

5.5: When a bargaining unit member attains age 60, the amount of group term life insurance will be sixty-five percent (65%) of the amount determined pursuant to Section 5.4. Said amount shall be reduced by five percent (5%) decrements at each succeeding age, subject to a minimum amount of insurance equal to the bargaining unit member's current annual salary.

Memorandum of Understanding

5.6: Prescription: The University will maintain a prescription drug program, subject to the following:

- A. — There shall be no co-payment by the employee for generic drugs; and
- B. — The employee co-payment for brand-named drugs shall be the full cost or ten dollars (\$10), whichever is less.

In an effort to contain costs and maintain the highest level of benefits possible, the prescription drug program will be reviewed by the Health Care Advisory Task Force as indicated in 5.1. The HCATF's recommendations will be considered by the University and the Association in making any modifications to the prescription drug plan.

5.7: Retiree Life Insurance: Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$35,000 by paying the University the cost of the insurance established by the carrier for persons in the retiree's age

bracket. The rates paid by the retiree shall be actual rates by age group established by the carrier. Such policy for a retiree will not include accidental death and dismemberment insurance.

~~5.8: — Alternative Coverage: A member of the bargaining unit may select a non-traditional health care program, if available, as an alternative to the group insurance program provided herein. The bargaining unit member may exercise the non-traditional option once per year by giving written notice to the University of his/her intentions no later than December 31. An individual who selects an alternative plan shall participate in that plan from January 1 through December 31. The selection of the alternate plan is irrevocable for that year. The University will continue the entire premium or subscription charges for the alternative program, provided that the amount shall not exceed what the University would have paid on behalf of the individual for group insurance had the individual not elected the alternative plan. If the premium or subscription charges for such alternative coverage exceed the group insurance cost, the individual bargaining unit member shall be responsible for payment of said excess amount. Participation in an alternative health care program shall have no bearing on the term life insurance, accidental death and dismemberment insurance, or the dental assistance plan, described in this Article.~~

~~5.8~~ **5.9: Pre-Admission Certification/Concurrent Review:** In order to assist bargaining unit members in the avoidance of medically unnecessary hospitalization, the University shall maintain a program of Pre-Admission Certification/Concurrent Review, to be administered by the Insurance Company. Room and board costs for periods of hospitalization which do not conform to the Insurance Company standards of Pre-Admission Certification/Concurrent Review shall be covered at fifty percent (50%) of the regular coverage.

~~5.9~~ **5.10:** Part-time employees in the bargaining unit shall receive insurance benefits as provided in Article 10 of this Agreement.

APPENDIX G

~~Comprehensive Medical Plan:~~

~~All scheduled benefits for covered services are subject to an annual deductible of \$200 per individual and \$400 per family.~~

~~Payment Rates:~~

~~You will be reimbursed for Covered Expense incurred as shown below:~~

~~* 85% of Covered Expense incurred for all supplies and services except as listed below.~~

~~* 100% of the Covered Expense for a second surgical opinion.~~

~~* 85% of Covered Expense incurred for treatment of mental or nervous disorders when the insured person is not hospital confined to a maximum of \$1,100 in a calendar year.~~

~~In addition, the Payment Rate shall be 100% for all Covered Expense incurred during the rest of the calendar year after the Coinsurance Limit for that year has been reached.~~

~~The Coinsurance (copayment) Limit for an individual is reached when \$225 of covered services is incurred during a calendar year. The Coinsurance Limit for a family is reached when \$450 of covered services is incurred during a calendar year. The Coinsurance Limits do not include the Cash Deductible.~~

The ~~100%~~ Payment Rate after the Coinsurance Limit is reached shall not apply to treatment of mental or nervous disorders when the insured person is not hospital confined nor can the expense for such treatment be applied toward the limit.

Covered Expense Limits:

* ~~Covered Expense for a doctor's treatment of mental or nervous disorders is 85% of UCR when the insured person is not hospital confined not to exceed \$1,100 per family per year.~~

Lifetime Medical Benefit Limit: _____ \$1,000,000

* ~~(but not to exceed \$50,000 on account of mental or nervous disorders).~~

Successor Agreement

The parties agree that the substantive amendments to Article 5 and Appendix G regarding health insurance plan benefits contained in this Memorandum of Understanding constitutes the negotiated agreement of the parties regarding all matters relating to health insurance plan benefits for the purposes of the successor agreement to be negotiated by the parties, and that such terms shall be incorporated into the successor agreement in the same form as contained in this Memorandum of Understanding.

Enrollment Incentive (2002-2003)

YSU-APAS has agreed to the amendment of the health insurance plan in the current agreement and that pay equity adjustments resulting from the salary study shall not be retroactive prior to July 1, 2002. In consideration, on or about December 15, 2002, the University will pay a one-time non-base salary enrollment incentive of Five Hundred Ninety Dollars (\$590.00) to YSU-APAS bargaining unit members in the University's employ on April 1, 2002 and still employed on September 9, 2002. The enrollment incentive for eligible part-time APAS bargaining unit members will be prorated.

Entered into this ____ day of October, 2002.

FOR YSU-APAS

Sally A. Kenney
President, YSU-APAS

FOR YOUNGSTOWN STATE UNIVERSITY

John L. Habat
Vice President for Administration

Hubert L. Chatman
Executive Director of Human Resources and
Labor Relations



**RESOLUTION REGARDING
YSU-FOP LABOR AGREEMENT**

WHEREAS, a collective bargaining agreement effective from April 1, 2000 through March 31, 2003 (Agreement) was negotiated between Youngstown State University (University) and the Youngstown State University Fraternal Order of Police, Ohio Labor Council, Inc. (FOP); and

WHEREAS, a health insurance plan was included in the Agreement, however, subsequent to the execution of the Agreement the University identified changes to the aforesaid health insurance plan that provides savings to the University and enhanced benefits to employees (New Health Plan); and

WHEREAS, the University desires to provide an enhanced and uniform health insurance plan to all University employee groups; and

WHEREAS, the University and FOP have negotiated a Memorandum of Understanding to (i) amend the Agreement by incorporating the New Health Plan; (ii) agree upon inclusion of the New Health Plan in the successor agreement to be negotiated between FOP and the University; and (iii) award the FOP membership an enrollment incentive payment;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the Memorandum of Understanding between the University and FOP attached to this Resolution as Exhibit B is hereby approved, subject to formal approval of said Memorandum of Understanding by the FOP membership.

MEMORANDUM OF UNDERSTANDING - 2000-2003

The Fraternal Order of Police, Ohio Labor Council, Inc., (YSU-FOP) and Youngstown State University (University), having discussed and mutually agreed, do hereby enter into this Memorandum of Understanding to (i) amend the current Agreement between YSU-FOP and the University regarding the health insurance plan; (ii) agree upon inclusion of the health insurance plan benefits contained in this Memorandum of Understanding in the successor agreement to be negotiated by the parties; and (iii) award the FOP membership an enrollment incentive payment. The language agreed upon by the parties to accomplish the agreement summarized above is set forth below as follows:

The parties agree that Article 5 and Appendix I of the current Agreement shall be amended as follows:

ARTICLE 5 INSURANCE

5.1: Health Care Advisory Task Force: The University and the Union support the continuance of the University Health Care Advisory Task Force, consisting of at least two (2) representatives from the University and at least two (2) representatives from the Unions. The charge of the committee is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefits levels. During the term of this Agreement, the HCATF shall determine the impact of the Health Insurance Portability and Accountability Act of 1996 and review other health-related issues presented to the task force. The HCATF shall make annual reports to the University and the Union.

5.2: During the period April 1, 2000 to August 15, 2003 ~~through December 31, 2002~~, the University agrees to maintain the existing benefits for all permanent full-time bargaining unit members as they are in effect March 31, 2000. ~~The premium for all group insurance benefits for active employees will be paid by the University. Cost sharing will be considered by the Health Care Advisory Task Force and the University and the Union as part of their deliberations for a new health care agreement in 2003, if the total costs of health care and insurances increase beyond the base of \$6,500,000 per year. During the term of this Agreement, the Health Care Advisory Task Force will consider retaining or modifying the existing annual cap of \$6,500,000 on health care and insurance. An Internal Revenue Code (IRC) Section 125 benefit plan is available to bargaining unit members. Eligibility for and use of this program shall be governed by IRC Section 125. There shall be no initiation or sign-up fees for employees selecting this benefit. Employee contributions under this plan will be made by payroll deduction. Monthly administrative charges for the Third Party Administrator (TPA) of the program shall also be paid by payroll deduction and shall not increase for the duration of this Agreement. Enrollment in IRC Section 125 plans requires participation from January 1 to December 31 of any year. Effective January 1, 2003,~~ and for the duration of this Agreement, members of the bargaining unit will have not less than three group health insurance plans from which to choose, with benefits under each plan equivalent to or better than those provided in the certificates that were in place as of January 1, 2002, except that the enhanced benefit levels attached hereto as Appendix I shall be provided. Members of the bargaining unit will annually have the right to enroll in one of the plans during the open enrollment period established by the University. During the term of this Agreement, the premium for all group insurance benefits for active employees will be paid by the University. Effective January 1, 2003, and for the duration of this Agreement and the successor Agreement, the University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plan) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital.

5.3: Catastrophe Benefits: Any member of the bargaining unit who is injured by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform his/her duties for a period of two months or longer, shall receive a lump sum payment of five thousand dollars (\$5,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of five thousand dollars (\$5,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Article 21.9.
- C. Only one payment of five thousand dollars (\$5,000) will be paid for each incident.
- D. This benefit for severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

5.4: Comprehensive Medical and Dental: Coverage for comprehensive medical and dental is outlined in Appendix I of this Agreement or in the subscriber certificate issued by Blue Cross/Blue Shield of Ohio.

5.5: Life Insurance: Subject to Section 5.6, the University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (22) times the bargaining unit member's annual salary (hourly rate X 2080), subject to a cap of one hundred fifty thousand dollars (\$150,000).

5.6: Life Insurance: When a bargaining unit member attains age sixty (60), the amount of group term life insurance will be sixty-five percent (65%) of the amount determined pursuant to Section 5.5. Said amount shall be reduced by five percent (5%) decrements at each succeeding age, subject to a minimum amount of insurance equal to the bargaining unit member's current annual salary.

5.7: Prescription: The University will maintain a prescription drug program, ~~subject to the following:~~

- A. ~~There shall be no co-payment by the employee for generic drugs; and~~
- B. ~~The employee co-payment for brand-named drugs shall be the full cost or ten dollars (\$10), whichever is less.~~

~~In an effort to contain costs and maintain the highest level of benefits possible, the prescription drug program will be reviewed by the Health Care Advisory Task Force as indicated in 5.1. The HCATF's recommendations will be considered by the University and the Union in making any modifications to the prescription drug plan.~~

The 100% Payment Rate after the Coinsurance Limit is reached shall not apply to treatment of mental or nervous disorders when the insured person is not hospital confined nor can the expense for such treatment be applied toward the limit.

Covered Expense Limits:

* ~~Covered Expense for a doctor's treatment of mental or nervous disorders 85% of UCR when the insured person is not hospital confined not to exceed \$1,100 per family per year.~~

Lifetime Medical Benefit Limit:

~~\$1,000,000~~

~~(but not to exceed \$50,000 on account of mental or nervous disorders).~~

Dental:

* ~~Preventive Care 100% every 6 months Oral exams, bitewing x-rays, topical fluoride applications~~

* ~~Benefit Period Calendar Year~~

~~Deductible \$50.00 per person each calendar year~~

* ~~Payment Rates 50% of covered expenses for the following: inlays, onlays, crowns, dentures, bridges and periodontal services 80% for all other covered expenses~~

* ~~Orthodontic Services \$1,000 per lifetime per covered person~~

Successor Agreement

The parties agree that the substantive amendments to Article 5 and Appendix I regarding health insurance plan benefits contained in this Memorandum of Understanding constitutes the negotiated agreement of the parties regarding all matters relating to health insurance plan benefits for the purposes of the successor agreement to be negotiated by the parties, and that such terms shall be incorporated into the successor agreement in the same form as contained in this Memorandum of Understanding.

Enrollment Incentive (2002-2003)

YSU-FOP has agreed to the amendment of the health insurance plan in the current agreement. In consideration, on or about December 15, 2002, the University will pay a one-time non-base salary enrollment incentive of Six Hundred Twenty-five Dollars (\$625.00) to YSU-FOP bargaining unit members in the University's employ on August 16, 2002.

Entered into this ____ day of October, 2002.

FOR YSU-FOP

FOR YOUNGSTOWN STATE UNIVERSITY

John R. Spencer
F.O.P. Associate

John L. Habat
Vice President for Administration

Patrick J. Daugherty, Sr.
F.O.P. Representative

Hubert L. Chatman
Executive Director of Human Resources and
Labor Relations