

**TEMPORARY AGREEMENT
EFFECTIVE OCTOBER 21, 2020 TO JUNE 30, 2021**

This side letter of agreement (the "Agreement") is entered into by and between Frostburg State University ("the Institution") and the Fraternal Order of Police Lodge #147 ("the FOP"). The purpose of the Agreement is to address the current financial situation of the Institution.

1. For those taking the salary reduction, the reduction will be based on the fiscal year 2021 base salary amount and will be spread evenly through the remaining pay periods ending June 1, 2021. Retirement and other University benefits will NOT be affected, provided that the employee does not take leave without pay during FY 2021. Note: The base salary for those hired after the start of the fiscal year 2021 will be prorated.
2. Employees making a base salary of \$60,000 or less who receive shift differential per Article 6.4 of the CBA, (\$1.00) will forfeit shift differential from the enactment of this temporary agreement until that employee has worked 880 hours where shift differential pay would be awarded. After which the employee will return to receiving shift differential under Article 6.4. The shift differential will be capped at 880 hours and shift differential payment will return to normal at the 881st hour of applicable shift differential. Employees that are ineligible for shift differential, or employees that are not affected by shift differential such as permanent dayshift employees will pay the rate indicated by the pay reduction chart.
3. Any employee forfeiting shift differential for 880 hours will not pay the salary reduction percentage. Therefore, no employee will pay both the shift differential and the applicable percent reduction.
4. If an employee is reassigned from a position where they do not receive shift differential pay to a position in which they do receive shift differential pay, they will continue to participate in the temporary salary reduction table.
5. If an employee is reassigned from a position where they were receiving shift differential pay to a position in which they would not receive shift differential pay, they would participate in the temporary salary reduction table, until they have reached a combined total of \$880 of shift differential pay forfeiture and temporary salary reduction. They would then return to full pay as per the CBA.
6. Five (5) days totaling 40 hours in eight (8) hour increments of administrative holiday leave will be awarded to employees affected by the salary reduction or employees affected by the forfeiture of shift differential. The administrative holiday leave must be used by June 30, 2021.
7. If Frostburg State University has additional financial hardship due to unforeseen economic circumstances or if Frostburg State University receives federal or state financial assistance that allows redress of the Temporary Salary Reduction/Shift Differential Forfeiture Plan, both parties agree to renegotiate the Temporary Salary Reduction/Shift Differential Forfeiture Plan.

- 8. Any employee affected by this temporary agreement that leaves employment with Frostburg State University during the Temporary Agreement will be subject to a prorated status. More specifically and as an example of a prorated status, Cpl. Ruppenkamp is scheduled for 15 ten-hour workdays with applicable shift differential between now and his departure equaling 150 hours. Cpl. Ruppenkamp will receive 1 administrative holiday instead of the agreed upon 5 days.
- 9. Timesheets must be recorded according to current practice as stated in the MOU when recording shift differential and administrative holiday. The Payroll Department will track and monitor the salary reductions, shift differential and administrative holidays.
- 10. Salary Reduction Scale followed below and applies to brackets 2 and 3 for the FOP.

Salary Range		Percent Reduction
Min	Max	
\$220,001	\$300,000	10.00%
\$200,001	\$220,000	7.30%
\$170,001	\$200,000	6.80%
\$150,001	\$170,000	6.30%
\$130,001	\$150,000	5.80%
\$110,001	\$130,000	5.30%
\$100,000	\$110,000	4.80%
\$90,001	\$99,999	4.30%
\$80,001	\$90,000	3.80%
\$70,001	\$80,000	3.30%
\$60,001	\$70,000	2.80%
\$50,001	\$60,000	1.50%
\$40,001	\$50,000	1.50%
0	\$40,000	1.15%

All other terms and conditions of the MOU shall remain in full force and effect throughout the duration of this MOU.


 Leon L. Wyden
 FSU Chief Negotiator

10/21/2020
 Date


 Richard A. Lemro
 FOP Chief Negotiator / Designee

10/21/2020
 Date