



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees  
Compensation and Labor Committee Teleconference Meeting  
September 5, 2017  
8:30 – 9:00 a.m.  
President’s Boardroom  
Domestic conference call-in #: 800-442-5794, passcode 463796  
International conference call-in #: +1 719 785 9345, passcode 463796**

**AGENDA**

**I. CALL TO ORDER**

John Sprouls  
*Chair, Compensation and Labor Committee*

**I. ROLL CALL**

Elizabeth Richner  
*Coordinator, Human Resources*

**II. MEETING MINUTES**

- [July 20, 2017, meeting minutes](#)

Chair Sprouls

**III. NEW BUSINESS**

- Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association ([CLC-1](#))

Chair Sprouls  
Maureen Binder  
*Associate Vice President and  
Chief Human Resources Officer*

**IV. CLOSING COMMENTS**

Chair Sprouls



UNIVERSITY OF CENTRAL FLORIDA

**Board of Trustees  
Compensation and Labor Committee  
July 20, 2017**

**MINUTES**

**CALL TO ORDER**

Chair John Sprouls called the meeting to order at 8:02 a.m. The following committee members were in attendance: Chairman Marcos Marchena, Chair John Sprouls, Vice Chair David Walsh, Clarence Brown, Joseph Conte, and John Lord. Also in attendance were trustees Beverly Seay and William Self.

**MEETING MINUTES**

The minutes of the May 18, 2017, meeting were approved as submitted.

**NEW BUSINESS**

Amendments to University Regulations UCF-3.035 University Closings Due to Emergency Conditions and UCF-3.040 Benefits and Hours of Work (CLC-1) General Counsel Youndy Cook presented proposed amendments to University Regulations UCF-3.035 and UCF-3.040. There being no questions or comments, committee members unanimously recommended the approval of the proposed amendment.

Performance Unit Plan Review (CLC-2) Associate Vice President and Chief Human Resources Officer Maureen Binder introduced the Performance Unit Plan Review by consultant Paul McConnell. McConnell presented his report on the review and the Recommended 2018-20 Performance Incentive Matrix. After discussion, committee members unanimously recommended a modified Matrix, for which the weighting of Objectives / Performance Measures was adjusted to 30 percent for “Scale,” 40 percent for “Excellence,” and 30 percent for “Impact.”

Report on Additional Compensation (INFO-1) Binder presented a report on the university’s payment of Additional Compensation for Employees, including a review of Faculty Overload, as requested during the May 18, 2017, committee meeting.

Annual Presidential Performance and Compensation Review Cycle and Assessment Questions (INFO-2) Chair Sprouls presented the Assessment Questions for the 2017 Presidential Review Process, and in the interest of time, invited committee members to review the questions at their convenience.

**CLOSING COMMENTS**

Chair Sprouls adjourned the meeting at 9:27 a.m.

Respectfully submitted:

\_\_\_\_\_  
Maureen Binder  
Associate Vice President and  
Chief Human Resources Officer

\_\_\_\_\_  
Date

**ITEM: CLC-1**

**University of Central Florida  
BOARD OF TRUSTEES**

**SUBJECT:** Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association

**DATE:** September 5, 2017

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**PROPOSED COMMITTEE ACTION**

Recommend ratification of the reopened articles of the Collective Bargaining Agreement between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association.

**BACKGROUND INFORMATION**

A three-year Collective Bargaining Agreement was negotiated between the University of Central Florida Board of Trustees and the Central Florida Police Benevolent Association for the period 2015-18. Pursuant to that agreement, the parties reopened negotiations in 2017 for the 2017-18 contract year. In those negotiations, the parties were able to reach agreement. The reopened articles, Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages of the Collective Bargaining Agreement with the Central Florida Police Benevolent Association, are expected to be ratified by unit employees on August 30, 2017. The Collective Bargaining Committee appointed to represent the University of Central Florida Board of Trustees recommends the approval of the reopened articles.

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**Supporting documentation:** Article 3: Management Rights; Article 13: Work Day, Work Period, and Overtime; Article 20: Probationary Periods and Promotions; Article 28: No Smoking Policy; and Article 29: Wages

**Prepared by:** Maureen Binder, Associate Vice President and Chief Human Resources Officer

**Submitted by:** John Sprouls, Chair of the Compensation and Labor Committee

## **Attachment A**

### Article 3

#### MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the University prior to this Agreement are retained by the University, and may be exercised without prior notice or consultation with the PBA.

Section 2. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, the University shall have the right to exercise its sole and exclusive discretion and authority on all of the following matters:

2.1 To manage the University and the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof.

2.2 To determine the purpose and functions of the University and the Department.

2.3 To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the University and the Department to be necessary for the operation/improvement of the Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel. The PBA local university representative shall be notified in writing of any proposed changes and additions to Departmental general orders, policies or substantive procedures ~~fifteen (15)~~ **five (5) calendar** days prior to implementation. This notice period is not applicable where emergent issues exist which require expeditious action to post new or revised Departmental general orders, policies or substantive procedures. The PBA may submit to the Chief written recommendations within one week of notification. The parties agree that this provision shall not be grievable.

2.4 To take such measures as the University may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.

2.5 To set methods, means of operations and standards of service to be offered by the Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the University in its sole discretion.

2.6 To decide the number, location, design and maintenance of the Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the University.

2.7 To determine the qualifications of all employees of the Department. To select, examine, hire, classify, reclassify, train, assign, schedule, direct, transfer, promote, lay off, retain and manage all employees of the Department. To demote for disciplinary reasons, discharge and otherwise discipline for just cause.

**Attachment A**

2.8 To increase, reduce, change, modify or alter the size and composition of the work force.

2.9 To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased.

2.10 To establish, change or modify employees' duties, tasks, responsibilities or requirements.

Section 3. If, in the sole discretion of the President or designee, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophe, the provisions of this Agreement may be suspended by the University during the time of such declared emergency (except for payment of wages and benefits hereunder).

Section 4. The selection and assignment of non-bargaining unit supervisory and managerial personnel are the sole responsibility of management, and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 5. Provided, however, that nothing in this article shall preclude the PBA from seeking to bargain over the implementation of a management decision if the decision impacts the established wages, hours, or terms and conditions of employment of unit employees.

**Attachment A**

Article 13

WORKDAY, WORK PERIOD, AND OVERTIME

Section 1. Work Period

1.1 The parties agree to utilize a fourteen (14) consecutive day work period for all bargaining unit employees.

1.2 The parties agree to operate under 29 U.S.C. §207(k) of the Fair Labor Standards Act in order to establish employees' overtime compensation. When an employee works more than eighty (80) hours in a fourteen (14) consecutive day work period, the employee shall receive overtime compensation. Overtime compensation shall be by cash payment, unless the Chief specifically authorizes (in writing) such overtime compensation by payment of compensatory time.

1.3 Overtime shall be scheduled in accordance with Departmental Policies and Procedures and administered in accordance with the provisions of this Article. Employees shall be required to work overtime when ordered.

1.4 Under no circumstances shall sick leave, vacation leave, or any other time not actually worked count as "time worked" or "hours worked" for purposes of calculating entitlement to overtime compensation.

1.5 This paragraph relates to an employee's ongoing, regular workweek, work hours, or days off. An employee will be given ~~fourteen-ten (1410)~~ calendar days' notice of a change in the employee's workweek, work hours, or days off, except in an emergency or to meet unforeseen law enforcement needs. Special duty and overtime assignments do not change an employee's regular workweek, work hours, or days off and therefore are not covered by this paragraph.

1.6 An employee who rotates to a different shift (based on a Department-wide shift rotation or a change in an individual's shift) shall receive a minimum of twelve (12) hours off between the end of the current shift assignment and the beginning of the new shift assignment, except in an emergency or where staffing does not permit.

1.7 The Department will not mandate overtime for special events at the Arena or Stadium, UNLESS the Department gives the unit member at least ~~seven-three (73)~~ calendar days' notice of the special event assignment or there is an unforeseen law enforcement need. An employee who has volunteered for a special event and then must call in sick, shall normally contact the Department at least four hours in advance of the special event report time, utilizing standard procedures. If an employee who is scheduled to work a special event, calls in sick prior to the event utilizing standard procedures, the Department shall be responsible to find a replacement, if any.

Section 2. Workday

## Attachment A

2.1 For the purpose of this Agreement, workday shall mean the time during which an employee is on scheduled duty. A regular workday shall be twelve (12) hours for officers assigned to Patrol, and eight (8) hours or ten (10) for all other bargaining unit employees. It is understood that officers assigned to Patrol will work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a work period.

2.2 Subject to work requirements, each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular workday. Subject to work requirements, employees shall be allowed a fifteen (15) minute rest period during the first half of the workday and a fifteen (15) minute rest period during the second half of the work day.

### Section 3. Compensatory Time

3.1 An employee may accumulate up to ~~120-80~~ hours of overtime compensatory time.

3.3 An employee may elect to sell back up to four forty (40) hour increments of special compensatory time, overtime compensatory time or vacation time annually if the Chief (Director) agrees to such "sell back." (The time of any such "sell back" must be approved by the Chief.) Each forty (40) hour increment must be from only one type of balance (special compensatory time, overtime compensatory time or vacation). This section defines the annual time period as the calendar year and the controlling factor shall be the date of payment.

### Section 4. Compensation for Special Duty

4.1 When an employee works an event for which the department is reimbursed at a premium rate of pay, and such event is outside the employee's regularly scheduled work period, and a holiday(s) occurs or the employee uses sick leave, annual leave, or administrative leave in that work period, such employee will receive premium (time and one-half) pay for hours worked at that event. K-9 officers shall receive a minimum of forty-five dollars (\$45.00) per hour, or the premium time, whichever is greater, for all time worked on the special duty assignment while working the event with his K-9.

4.2 An employee reporting to a special duty event shall be guaranteed two (2) hours of pay if an event is canceled or concluded prior to the end of the two hour period covered by the guaranteed pay provision. An employee's failure to adhere to the Department's procedures for determining the status of the event prior to reporting to such duty will cause the employee to lose eligibility for the guaranteed two (2) hours. If, after the employee reports to work, the event is canceled or concluded prior to the end of the guaranteed two (2) hours, management may assign other law enforcement duties within the scope of the employee's position description during the guaranteed two (2) hour period. This two (2) hour guarantee applies to each continuous period of special duty, even if occurring during the same event. (For purposes of example only, this means that if an employee reports for special duty for a period of time and then is asked to report back three hours later for additional special duty, the employee will receive the two (2) hour guarantee for both periods of special duty for a total of four (4) hours or the actual hours worked, whichever is greater.)



## Attachment A

### Section 5. Patrol Shift Selection (Bids)

5.1 Patrol sShift selection shall be conducted ~~twice-once~~ a year. The employees shall select posted shifts and slots by seniority; except that up to one employee on each patrol shift may be assigned by the Department without regard to seniority. The Department will honor selections unless it is unable to fill a designated slot with a qualified employee or in order to staff the positions on each patrol shift without regard to seniority. In such case where there is not a qualified person who bid to fill a slot, the Department shall have the right to fill the vacant slot(s) with the most qualified employee. Agency Seniority, as used in this section, is defined as the time accruing to bargaining unit employees through continuous sworn full-time service while employed by the University. In the event that two or more personnel have the same Rank Seniority which is the same date of promotion to the rank, the employee with the most Rank Seniority held in the next lower rank shall have preference. Agency Seniority shall have preference if all Rank Seniority is equal. Agency Seniority shall start from the day an employee is hired to perform law enforcement services (sworn hire date) and shall not accrue while an employee is attending a law enforcement academy in order to be State certified as a Law Enforcement Officer.

5.2 With respect to employees assigned without regard to seniority in accordance with Section 5A above, no employee shall be so assigned more than once every three years.

5.3 With respect to employees assigned without regard to seniority in accordance with Section 5A above, any such assignment shall be for the duration of the posted shift cycle.

With respect to employees assigned without regard to seniority in accordance with Section 5.1 above, employees shall be given a written reason(s) as to the assignment.

### Section 6. Shift Differential

6.1 A payment of shift differential for unit members who work patrol shifts other than the regular day shift will be set to meet the needs of the university.

6.2 Patrol unit members will be paid a shift differential salary additive for the entire shift when regularly assigned to work an evening or night shift of ~~\$.50~~\$1.00 per hour where the majority of hours fall between 6:00 p.m. and 6:00 a.m.

6.3 The shift differential additive is included in the calculation of the employee's regular rate of pay for purposes of computing overtime pay.

6.4 Employees who select a shift or are assigned a shift according to the semi-annual shift selection process are eligible to receive a shift differential additive. Exceptions to this section may be approved by the chief for new hires and if an assignment is made between shift selection processes for a period of at least six pay periods.

**Attachment A**

Article 20

PROBATIONARY PERIODS AND PROMOTIONS

Section 1. Probationary Periods:

1.1 Each Law Enforcement Officer serves a probationary period of at least one year, which must include at least seven (7) months of active service following successful completion of FTO.

1.2 Law Enforcement Corporals and Sergeants serve a one-year probationary period that begins on the date of appointment.

1.3 Police officers serving their initial (entry) probationary period shall not be permitted to utilize the contractual grievance/arbitration procedure to contest discharge or other disciplinary action taken during probationary periods.

1.4 Bargaining unit employees serving a promotional probationary period shall be permitted to utilize the contractual grievance procedure for all purposes; except that a grievance challenging removal from the promotional position prior to the conclusion of the promotional probationary period shall be limited to Step 3 of the grievance procedure. ~~(Utilizing an arbitrary and capricious standard)~~

Section 2. The filling of vacant positions should be used to provide career mobility for employees and should be based on the relative merit and fitness of the applicants. The University shall fill a vacant position with the qualified list of candidates passing the written test, who, in its judgment, is most qualified to perform the duties as described in the class specification, and position description. ~~Vacancies shall be filled no later than sixty (60) days from the active promotional list for that particular rank. Unit members promoted to the ranks of corporal or sergeant shall receive the minimum salary range for that position or a ten percent (10%) increase in base salary, whichever is greater.~~

2.1 A written exam will be required of all employees who wish to be considered for a promotion and meet the minimum requirements as stipulated in Sections 2.13 and 2.14. Written exams will be based upon a job task analysis of the class of positions being tested and an assessment of the knowledge, skills, and abilities necessary to perform the requirements of the classes. The passing score that must be obtained will be seventy-five percent (75%).

2.2 An employee must submit a request to take a promotional exam to the UCF Human Resources office no later than the first business day after January 1 of each calendar year. Such request shall indicate the class(es) to which the employee would like to be promoted.

2.3 Employees will be notified in writing of their eligibility or ineligibility for the class(es) to which he applied for promotion. Sergeant and corporal promotional exams shall be given on even numbered years. Police Officer First Class promotional examinations shall be given on odd numbered years.

## Attachment A

2.4 The Exam Administrator is to notify the University Human Resource Office and the Director (Chief) no later than January 15 of each calendar year, regarding: the date(s) of the exam; the place where the exam will be administered; the major categories to be covered by the exam; and the bibliography of courses from which exam questions have been taken (e.g., name of textbooks, departmental policies, general orders, special orders, etc.).

2.5 No later than February 1st of each calendar year, the University shall furnish to those eligible employees whose exam requests are on file in the University, a copy of the "NOTICE OF PROMOTIONAL EXAM" issued by the Exam Administrator. Only those employees whose names are furnished to the Exam Administrator will be eligible to take the promotional exam.

2.6 The Exam Administrator will notify each employee who takes a promotional exam of the exam results. The exam results shall also be provided to the Director (Chief).

2.7 Placement on the appropriate promotional list will be based on passing the written examination.

2.8 If the University uses oral interviews, at least one (1) of the interviewers must be from an outside law enforcement agency. The local PBA representative will be provided the names of the individuals to serve on the interview committee. Questions asked at the oral interview will be limited to those that are clearly job related and the same questions will be asked of all applicants.

2.9 The University promotional list shall be effective July 1st of each calendar year the exam is administered. Names shall be retained on the promotional list for a period of two (2) years.

2.10 The University's promotional list, consisting of the name, final passing score, and position on the appropriate list, shall be posted.

2.11 Except where a vacancy is filled by demoting a law enforcement employee or by reassignment, the only employees who may be considered for a vacancy shall be those having passed the written promotional exam and are on the University's promotional list. All qualified employees shall be interviewed in such case.

2.12 Employees who do not receive a promotion for which they applied will retain their position on the promotional list. When an employee declines a promotional job offer, the employee shall not be considered for promotion for the duration of that list.

2.13 Any certified police officer with (i) a minimum of three (3) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of four consecutive years of other certified law enforcement officer experience immediately prior to the promotional examination shall be eligible to take a promotional examination for Sergeant if he otherwise meets all of the qualifications for the promotion. Service as a Corporal shall not be a prerequisite for promotion to Sergeant. Any combination of experience identified above may be used, so long as there is one year of certified law enforcement officer experience in the Department.

## Attachment A

2.14 Any certified police officer with (i) a minimum of two (2) consecutive years of employment in the Department as a certified law enforcement officer; or (ii) a minimum of one consecutive year in the Department as a certified law enforcement officer plus a minimum of two consecutive years of certified law enforcement experience in another law enforcement agency immediately prior to the promotional examination shall be eligible to take a promotional examination for Corporal if he otherwise meets all of the qualifications for the promotion. Any combination of experience may be used, so long as there is one year of certified law enforcement officer experience in the Department.

2.15 No employee shall be eligible for promotion unless he has been ranked overall "Satisfactory" or higher on his last two (2) Performance Evaluations. No employee shall be eligible for promotion if he has received formal disciplinary action above the level of written reprimand for an incident occurring within twelve (12) months prior to the actual appointment (promotion).

2.16 Definition. For purposes of this article, the terms certified or certification shall refer to the official date of law enforcement certification as determined by the Florida Department of Law Enforcement.

### Section 3. Police Officer First Class Program

3.1 Those officers meeting the eligibility requirements to take the promotional examination for corporal shall be eligible to test for Police Officer First Class.

3.2 Promotion to the rank of Police Officer First Class shall be based exclusively on the results of a written test. The examination request process, notification process and testing process shall be the same as indicated in 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6.

3.3 All officers who receive a passing score on the Police Officer First Class examination shall be promoted to the rank of Police Officer First Class.

3.4 Officers who attain the rank of Police Officer First Class shall receive a one-time payment of \$1,000 to reward their promotion. After the year of promotion, for each full calendar year in which an officer holds the rank of Police Officer First Class, the officer will be paid a bonus of \$1,000 in January following that calendar year in no later than the first pay period of July:September.

3.5 The rank of Police Officer First Class shall not be used for shift selection or vacation preferences but shall be treated in the same manner as the Police Officer Rank for selection preferences.

**Attachment A**

Article 28

NO SMOKING POLICY

Section 1. Police Department personnel comply with the University Smoke-Free Policy which prohibits smoking on all university owned, operated, leased, and/or controlled properties in order to maintain a healthy and safe environment for its students, staff, faculty and visitors.

Section 2. Police Department personnel shall not use any tobacco products at any time while conducting Police Department business, operating a University vehicle, while wearing a department uniform, or while in contact with any member of the public during a Police Department operation or assignment.

**Attachment A**

Article 29

WAGES

Section 1. Salary Increases.

1.1 For Fiscal Year ~~2016-17~~2017-18, the University will implement a 2.5% across-the-board salary increase to eligible employees, effective September 22, 2017. Additionally, for officers, market adjustment increases will be as follows:

For the ranks of Police Officer and Police Officer First Class, a 3.5% market adjustment.

For the rank of Corporal, a 4.0% market adjustment.

For the rank of Sergeant, a 4.5% market adjustment.

As noted in Section 3, unit members below the minimum starting pay range for their respective ranks shall first be brought to the minimum starting pay range. Should their new minimum pay range be less than the market adjustment agreed to in this section, the unit member shall be given the difference between the starting pay range and the market adjustment. The difference shall be calculated as an hourly rate and shall be added to the unit member's hourly base pay. The market adjustment shall be calculated as an hourly rate and added to the unit members' base pay.

This agreement does not infringe upon any legislative increases which may be authorized by the Florida legislature above the contractual percentages established in this Article.

1.2 The increases in 1.1 shall be expressed as an hourly rate and added to the hourly base salary of each bargaining unit member.

1.3 In the event that any increase provided for in this subsection would have the effect of increasing a unit member's salary above the maximum pay for the range, the unit member's base salary shall be raised to the extent permitted without exceeding the maximum range. Any additional amount needed to total the applicable percentage contained herein shall be paid to the unit member as a one-time supplement that does not become part of his base salary.

Section 2. Eligibility Criteria for Salary Increases

2.1 Employees are eligible for the increases referenced in this article unless an employee has a current performance appraisal evaluation rating of not meeting performance standards in effect on the date salary increases are implemented.

2.2 Employees are eligible for the increases referenced in this article if they were employed in a regular position on June 30, ~~2016~~2017, and continuously employed until the administration of the increases.

2.3 Employees who have given notice of a resignation or received notice of termination of employment prior to the implementation of such salary increases shall be ineligible.

Section 3. The pay ranges for each of the respective ranks are as follows:

- 1. Officer: ~~\$40,400—\$54,540~~ \$42,824 - \$57,812
- 2. Corporal: ~~\$45,450—\$59,600~~ \$48,404 - \$63,474
- 3. Sergeant: ~~\$51,000—\$70,700~~ \$54,570 - \$75,649

## **Attachment A**

Once an officer is sworn and certified, the Law Enforcement Officer shall receive no less than 95 percent of the minimum salary for a two-month period during the Law Enforcement Officer FTEP. After this two-month initial training period, the Law Enforcement Officer shall receive no less than the minimum salary listed above for the duration of the FTEP.

Section 4. Other Funds. Eligible employees whose salaries are funded from a contract, grant, auxiliary, or local fund shall receive salary increases equivalent to employees whose salaries are funded from E&G sources, provided that such salary increase funds are available within the contract, grant, auxiliary, or local fund. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not available, the University shall seek to have the contract or grant modified to permit such increases.

Section 5. Nothing contained herein prevents the University from providing salary increases beyond those increases specified. Prior to such salary increases being administered, the University shall adhere to the required statutory obligations as contained in FS Chapter 447.

Section 6. Investigations Unit. Any bargaining unit member assigned to work in the Investigations Unit will receive a five (5) percent differential added to base pay for the period of assignment to Investigations.

Section 7. Field Training Officer (FTO) Pay. FTO pay shall be at the rate of thirty five (35) dollars per shift.

Section 8. K-9 Handlers will receive an additional forty-five (45) minutes of compensable time per calendar day while assigned to handle a department canine.