

EXHIBIT IV

Corporal Classification

PREAMBLE

A. The PPOA, a recognized employee organization and the City of Pasadena, a Public Agency, have been meeting and conferring consistent with Section 3500 of the Government Code and have reached agreement upon this Exhibit IV to the above MOU. Said Exhibit shall be as follows:

1. CLASSIFICATION TITLE

The investigator classification shall be re-titled as corporal. Corporals shall be assigned to the same salary range and steps as is the present investigator classification. (It shall also be provided that the employee assigned as Chief Helicopter Pilot, shall be compensated at the corporal range regardless of the assignment not resulting from a test, but rather, from appointment in the Chief's sole discretion).

2. DEFINITION OF CORPORAL CLASSIFICATION

The police corporal performs general policing duties, but occupies a quasi-supervisory role as dictated by command and control policies and procedures. The corporal investigates criminal offenses, serves as team leader in various policing functions throughout the Police Department, and performs other duties unspecified herein as required.

3. ESSENTIAL FUNCTIONS

The functions of any individual police corporal shall be defined by the division of assignment. A non-inclusive description of available essential functions are:

- a) Assignment of corporals to any division, section, and unit shall be based upon operational needs as determined by the Department.
- b) Corporals may function as team leaders within individual service areas.
- c) Corporals shall be regarded as senior to individuals occupying the police officer classification, in terms of authority and responsibility.
- d) Unless tactical circumstances warrant, corporals will not typically be assigned as handling units for priority 1 and 2 calls.

- e) Unless tactical circumstances warrant, corporals will not typically be assigned priority 3 and 4 radio calls.
- f) When assigned to investigative services, corporals shall function in the role of detective within the accepted definitions of said assignments.
- g) Both corporals and police officers assigned to investigative services shall be referred to as DETECTIVE.
- h) Corporals may be assigned as either section or unit leaders.
- i) In addition to corporals, individuals who on the date of commencement of a sergeant's promotional examination have, or will have completed ten (10) consecutive years of service classified as a sworn peace officer, the last five (5) years of which was served as a sworn police officer in the employ of the City of Pasadena, shall be permitted to participate in a sergeant's promotional examination.
- j) Immediately prior to commencement of the meet and confer process for the 1998-99 fiscal year (and thereafter), the corporal classification consisted of an authorized complement of thirty-one (31) positions. The thirty-one (31) positions were supplemented by six (6) authorized police officer classifications whereby police officers could serve a maximum of two (2) continuous years in a corporal assignment. Said "rotational" police officers would commence compensation at Step 4 of the investigator salary scale, with an adjustment to Step 5 after completion of a six-month probationary period. Accordingly, immediately prior to commencement of this meet and confer process, thirty-seven (37) paid positions were authorized for investigator assignments (31 individuals classified as investigator, plus six rotational police officers compensated at various investigator steps).

Although the parties acknowledge that no binding representation can be made as to the number of authorized paid corporal positions which will exist during the term of a successor Memorandum of Understanding, it is the intent of management to seek authorization to maintain thirty-six (36) authorized and paid corporal positions.

In addition to seeking authorization to maintain thirty-six (36) authorized and paid corporal positions, the Department may provide for up to six (6) rotational police officer classification assignments which may be assigned to perform corporal duties in any division, section or unit. Notwithstanding, the Department recognizes that specific assignments require a degree of expertise and training, making those positions not

suitable for rotational officer assignment. They include homicide, sexual assaults, and credit card forgery and fraud crimes. Those specific corporal assignments will not be filled with rotational officers. Rotational officer assignments shall generally be for a period of one year. Except as described herein, no such assigned "rotational" police officer shall receive any base salary increment to his/her police officer classification base salary, as it may from time to time exist during the rotational assignment.

Reassignment of a rotational officer prior to, after, or simultaneous with the completion of a one-year rotational assignment shall be the result of either an agreement of the rotational officer and the Department, or as a result of the Department's unilateral determination, regardless of the reason for said determination. In any case where the reassignment is the result of the Department's unilateral determination, the assignee shall have the option of convening a meeting with the Chief of Police to seek modification of the Department's decision. The meeting with the Chief of Police shall be governed by procedures applicable to meetings governed by the case of *Skelly v. State Personnel Board*. Accordingly, this shall not be an evidentiary, trial-type administrative hearing, there shall be no right to subpoena documents for witnesses, there shall be no rights to discovery, although the Department shall provide the subject employee with a written explanation for the Department's determination. The subject employee may exercise this option by serving the Office of the Chief of Police with a written request for such a meeting, not later than five (5) calendar days after receipt by the employee of notice of the intended reassignment. The requested meeting with the Chief of Police shall be conducted not later than five (5) calendar days after the written request for the meeting is served. The determination of the Chief of Police shall be final, and there shall be no other administrative process, by which to contest the Chief's determination. It is agreed that the appeal process described herein for the rotational officer positions complies with the "administrative appeal" provisions of Government Code Section 3304(b). However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

Assignment to the rotational position shall be at the discretion of the Department, following completion of an in-house interview process to be conducted and staffed as determined by the Department. Neither the examination process nor the results thereof shall be subject to any administrative appeal process or challenge. However, eligibility to participate in the rotational interview process shall be limited to those individuals classified as police officers who have at the time of the

interview, completed three (3) consecutive years of service classified as a sworn peace officer, the last two (2) years of which were served as a sworn police officer in the employ of the City of Pasadena. However, an employee may pursue claims of discrimination through any other internal or external avenues available to the employee.

4. ADDITIONAL MODIFICATIONS TO TERMS AND CONDITIONS AFFECTING INVESTIGATOR CLASSIFICATION

In addition to the above changes in terms, conditions and title of the investigator position, the following changes shall be implemented regarding the newly titled "corporal" position:

- a) Unless otherwise specifically provided for in the MOU, corporals assigned to any division, section or unit shall likewise receive no assignment-related premium compensation over and above the base salary assigned to said corporal's pay-step within the corporal range.
- b) Prior to and during the meet and confer process for the 1998-99 fiscal year and thereafter, six (6) individuals classified as a police officer, have been and are assigned to perform rotational duties in the investigative services division. Pursuant to the 1996-98 MOU, said police officers are receiving premium compensation at Steps 4 and/or 5 of the corporal (investigator) salary range. Any such police officers assigned to perform rotational duties in the investigative services division on the date that this MOU is adopted by the City Council shall continue to receive said premium compensation for the duration as their rotational duty assignment. Any individual classified as a police officer who is assigned to perform rotational duties after the adoption date of this MOU shall receive no premium compensation, and instead shall be compensated at the base salary level attendant to the classified position of police officer.