

**STATE OF MICHIGAN
EMPLOYMENT RELATIONS COMMISSION
LABOR RELATIONS DIVISION**

In the Matter of:

CITY OF LANSING (POLICE DEPARTMENT),
Respondent-Public Employer in Case No. C98 F-130,

-and-

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 421,
Respondent-Union in Case No CU98 F-24
Intervenor in Case No. UC98 F-31,

-and-

CAPITOL CITY LODGE NO. 141, FRATERNAL ORDER OF POLICE,
911 OPERATORS DIVISION,
Charging Party in Case Nos. C98 F-130 and CU98 F-24
Petitioner in Case No. UC98 F-31.

APPEARANCES:

Jack C. Jordan, Esq., Chief Deputy City Attorney, and Wendel V. Hall, Esq., Deputy City Attorney,
for the Public Employer

Sachs, Waldman, O'Hare, Helveston, Bogas & McIntosh, P.C., by Marshall J. Widick, Esq., for the
Intervenor-Respondent Labor Organization

Wilson, Lawler, & Lett, by R. David Wilson, Esq., for the Charging Party-Petitioner

DECISION AND ORDER

On March 29, 1999, Administrative Law Judge Nora Lynch issued her Decision and Recommended Order in the above case pursuant to Sections 10 and 16 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.210 et seq.; MSA 17.455 et seq., recommending that we dismiss unfair labor practice charges filed against Respondents City of Lansing (Police Department) and the International Association of Firefighters (IAFF), Local 421, as well as a petition for unit clarification filed by the Capitol City Lodge No. 141, Fraternal Order of Police (FOP), 911 Operators Division. The Decision and Recommended Order of the Administrative Law Judge was served on the interested parties in accordance with Section 16 of the Act. On April 22, 1999, the FOP filed timely exceptions to the Decision and Recommended Order of the ALJ. The IAFF filed cross-exceptions to the Decision and Recommended Order of the ALJ on May 10, 1999. The Employer filed cross-exceptions and an answer to the FOP's exceptions on June 3, 1999.

Discussion and Conclusions of Law:

Since at least 1972, the IAFF has represented a bargaining unit of employees of the Lansing Fire Department, including fire fighters and dispatchers. The FOP represents a bargaining unit of emergency dispatch non-supervisory employees of the Lansing Police Department. Historically, emergency dispatch functions in the City of Lansing were performed by both the police and fire departments. The 911 Communication Center of the Lansing Police Department dispatched police to emergencies throughout Ingham County. In addition, 911 Center employees with special training to work at the out-county fire work station dispatched personnel and equipment to fire emergencies in eight participating jurisdictions within the County. They did not dispatch to fire emergencies within the City of Lansing, but did relay calls to the Lansing Fire Department. Fire Department dispatchers worked out of the No. 1 Fire Station and were responsible for dispatching fire emergency equipment and emergency ambulance services throughout the City of Lansing. Early in 1997, the City devised a plan to integrate the Lansing Fire Department dispatch operation into the 911 Communication Center. Under the Employer's initial proposal, the fire dispatchers were to join the bargaining unit of dispatchers represented by the FOP. The facts surrounding the City's attempts to negotiate the terms and conditions of the consolidation with both the IAFF and the FOP are set forth in the Decision and Recommended Order of the ALJ and need not be repeated here. Ultimately, the City reached an agreement with the IAFF which preserved that union's representation rights until current members of the bargaining unit vacated their positions. At that time, the vacated positions would be eliminated by the City and a corresponding dispatch position would be created and placed in the FOP unit. Pursuant to the agreement, IAFF dispatchers began working in the 911 Communication Center in July of 1998.

On exception, Charging Party argues that the ALJ erred in concluding that Respondents did not commit an unfair labor practice by negotiating and implementing the settlement agreement. The FOP contends that the negotiation and implementation of the settlement agreement infringed upon its bargaining rights. After carefully examining the record, including the transcript and exhibits, we disagree. Dispatching work has never been exclusive to either bargaining unit, and there is no evidence suggesting that the duties and responsibilities of members of either unit have undergone a significant change as a result of the consolidation. Despite the fact that the settlement agreement permits IAFF members to dispatch for police emergencies while FOP dispatchers are on break, they do not actually engage in such activities. Rather, they dispatch solely for fire and ambulance emergencies. Similarly, the FOP dispatchers continue to engage primarily in police work. It is true that FOP members now handle requests for fire and ambulance service in the City of Lansing when the IAFF dispatchers are absent or on break. However, such requests are routed to the out-county fire work station. Moreover, FOP members with special training dispatched to fire emergencies in jurisdictions other than the City of Lansing prior to the consolidation. Under such circumstances, we conclude that the addition of relief duties in this case constitutes nothing more than a change in work assignment which is a matter of management prerogative. See *Charlotte School District*, 1996 MERC Lab Op 193, 201-202.

In support of its contention that the negotiation and implementation of the settlement agreement constituted an unfair labor practice, Charging Party relies on our recent decision in

Macomb County, 1997 MERC Lab Op 233. At issue in that case was whether the employer violated PERA by negotiating with bargaining units comprising both supervisory and non-supervisory employees. There is nothing in the record to suggest that either of the bargaining units at issue in the instant case were similarly illegal. The FOP's reliance on *Detroit Dep't of Health*, 1986 MERC Lab Op 485, 490-492, and cases cited therein is also without merit. In *Detroit Dep't of Health*, we concluded that the transfer of a group of employees from one bargaining unit to another was lawful because it was precipitated by a change in work location which destroyed their community of interest with the original unit. Here, the record establishes that fire dispatchers continue to share a community of interest with other members of the IAFF unit. Although the 911 Communication Center is supervised on a daily basis by an employee of the Police Department, the fire dispatchers are still governed by Lansing Fire Department policies and procedures. In addition, they file grievances with the Fire Chief and share the same wages and benefits as other members of the IAFF unit. As noted, the fire dispatchers still dispatch only for fire and ambulance emergencies, and their performance is directly related to the safety of the fire fighters on the street. Finding no evidence in the record suggesting that any extreme divergence of interests exists between the fire dispatchers and the rest of the IAFF unit, we reject Charging Party's assertion that it has the exclusive right to represent all dispatcher classifications within the 911 Communication Center. For the same reason, we agree with the ALJ that the FOP's petition for unit clarification is inappropriate and should be dismissed. See e.g. *Wayne County*, 1995 MERC Lab Op 616, 618; *City of Dearborn (Ordinance Enforcement)*, 1990 MERC Lab Op 449, 453.

In light of the above discussion, we need not address the cross-exceptions filed by Respondents in this case.

ORDER

The unfair labor practice charges and unit clarification petition filed by the Capitol City Lodge No. 141, Fraternal Order of Police, 911 Operators Division, are hereby dismissed.

MICHIGAN EMPLOYMENT RELATIONS COMMISSION

Maris Stella Swift, Commission Chair

Harry W. Bishop, Commission Member

C. Barry Ott, Commission Member

Dated: _____