

COUNTY OF LOS ANGELES  
EMPLOYEE RELATIONS COMMISSION

In the Matter of	)	
	)	
LOS ANGELES COUNTY FIREFIGHTERS	)	
LOCAL 1014	)	UFC 5.22
Charging Party,	)	
and	)	
	)	
COUNTY OF LOS ANGELES	)	
FIRE DEPARTMENT	)	
Respondent	)	
_____	)	

DECISION AND ORDER

The Charge before this Commission in the instant case is a narrow one -- whether or not the transfer of some of the duties previously performed by a bargaining unit position (Fire Dispatcher II) to a non-represented position (Communications Service Analyst) constituted a violation of Sections 12(a)(1) and 12 (a)(3) of the Ordinance.

**Background**

There seems to be little controversy over the facts of this case. Sometime in 1991 the Department created a new job classification of Fire Dispatcher Specialist , and the Union accreted the new classification to their bargaining unit. Sometime thereafter the appellant in this case, Anita Padgett ( a Fire Dispatcher II) requested appointment to the Fire Dispatcher Specialist, based on her performing duties referred to as 'telephone coordinator'. As a result of her request, the Department authorized out of class bonus pay for her work.

In 1993, the Department created a new Communication System Analyst position, which was not represented, and hired an employee other than Anita Padgett. Over time, the Communication System Analyst made a number of technological changes in how the Department handled telephone service requests, including the computerization of much of the work. This function necessarily overlapped with the work being performed by the 'telephone coordinator', and ultimately resulted in the elimination of that function.

Anita Padgett was thereafter returned to her permanent classification of Fire Dispatcher II, although the record indicates that she continued to receive the out of class bonus pay. Local 1014, however, claimed that the transfer of work from Padgett to the Communication Services Analyst classification constituted a unilateral change without negotiations, and filed the instant charge in January 1996. Hearings on the matter were held September 16 and 17, 1996, and the Hearing Officer's Report was issued July 1996. Exceptions to the Report were filed by Local 1014 in July 1996, and in August the Department filed a Response to the Union's Exceptions.

## **DISCUSSION**

At the heart of this charge is the shifting of some of the job duties being performed by one individual (represented) to another individual (non-represented). The classification of Fire Dispatcher II held by Anita Padgett continues to be her permanent Civil Service job classification. The classification of Communications System Analyst held by Steven Fryer continues to be his permanent Civil Service job classification. Local 1014 represents the former, but not the latter classification. There is no indication that Local 1014 has sought to accrete the classification of Communications System Analyst to their bargaining unit.

It is inherent in the nature of work that over time, particularly as a result of technological change and evolving business needs, that some of the functions performed by any job classification may change. They clearly did so in this case. From the fact that the Department paid Padgett out of class bonus money equal to that of the Fire Dispatch Specialist classification (represented by Local 1014), it is evident that the functions she performed as a 'telephone coordinator' were encompassed in whole or in part by that classification. It seems equally evident that many of the 'telephone coordinator' functions were also performed by the Communications Systems Analyst, after that position was created.<sup>1</sup>

In this case, we agree with Hearing Officer Prihar's reliance and analysis of *Farrell [Building Material and Construction Teamsters' Union, Local 216 v. John C. Farrell, 41 Cal.3d 651; 224 Cal.Rptr.688 (1986)]*<sup>2</sup>, and reject the analysis of Charging Party Local 1014 contained in their Exceptions. As Hearing Officer Prihar notes:

"Similarly, there is no evidence of any significant adverse effects on the Unit.

There was no reduction in the number of Unit members, nor was there a reduction in the number of allotted FDS or other Dispatcher series positions. No Unit

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<sup>1</sup> Hearing Officers Report, p.7

<sup>2</sup> Hearing Officers Report, p.8

members were transferred, laid-off, or affected in any other manner.

In other words, the touchstones identified in *Farrell* as those creating the duty to meet and confer were not present in this record.”<sup>3</sup>

This conclusion is verified in the Respondent’s Statement in Opposition to the Charging Party’s Exceptions, wherein they note that there was no loss of a promotional position or item.

### **ORDER**

The Commission adopts the recommended Order of it’s Hearing Officer Michael Prihar as follows:

The Respondent Fire Department did not violate Ordinance Sections 12(a)(1) & (3) by refusing to meet and confer about its decision to unilaterally reassign duties of the Telephone Coordinator to Steven Fryer, who held the non-Bargaining Unit classification of Communications Service Analyst.

IT IS HEREBY ORDERED that the charge as filed by Firefighters Local 1014 on January 12, 1996, be dismissed.

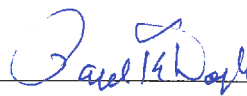
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<sup>3</sup> Hearing Officer Report, p.9

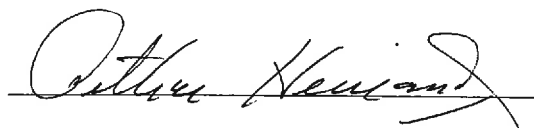
DATED at Los Angeles, California, this 29th day of April 1997.

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JOSEPH F. GENTILE, Chairman

A handwritten signature in blue ink, appearing to read "Paul K. Doyle", written over a horizontal line.

PAUL K. DOYLE, Commissioner

A handwritten signature in black ink, appearing to read "Dr. Arthur Hernandez", written over a horizontal line.

DR. ARTHUR HERNANDEZ, Commissioner