

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

In the Matter of:

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 412,  
Labor Organization,

-and-

MERC Case No. UC15 K-018  
Hearing Docket No. 16-000910

CITY OF DEARBORN,  
Petitioner-Public Employer.

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**APPEARANCES:**

Helveston & Helveston, P.C., by Ronald R. Helveston and Michael D. McFerren, for the Labor Organization

Debra A. Walling and Jeremy J. Romer for the Petitioner

**DECISION AND ORDER ON  
PETITION FOR UNIT CLARIFICATION**

Pursuant to Section 12 of the Public Employment Relations Act (PERA), 1965 PA 379, as amended, MCL 423.212, this case was assigned to David M. Peltz, Administrative Law Judge (ALJ) for the Michigan Administrative Hearing System (MAHS), acting on behalf of the Michigan Employment Relations Commission (MERC). Based on the entire record, including the transcripts, exhibits, and post-hearing briefs filed by the parties, the Commission finds as follows:

**The Petition and Positions of the Parties:**

On November 23, 2015, the City of Dearborn (the City or the Employer) filed this petition seeking clarification of the bargaining unit status of a newly created "Student/Intern" position within the fire department. The International Association of Fire Fighters, Local 412 (the IAFF or the Union) represents a bargaining unit consisting of employees of the Dearborn Fire Department, all of whom are eligible for binding arbitration pursuant to the Compulsory Arbitration of Labor Disputes in Police and Fire Departments Act, 1969 PA 312, MCL 423.231 et seq. (Act 312). In support of the petition for unit clarification, the City argues that inclusion of the Student/Intern in the IAFF bargaining unit would be inappropriate because the Student/Intern position is not

engaged in fire fighting or subject to the hazards thereof and, therefore, is ineligible for binding interest arbitration under Act 312. The Union asserts that the interns should be included within its bargaining unit because the position is responsible for performing job duties that have historically been assigned to firefighters and other unit members, including installing smoke detectors, pumping hydrants and responding to emergency calls.

Findings of Fact:

I. Background

The Dearborn Fire Department provides fire suppression and emergency medical services to the residents of the Cities of Dearborn and Melvindale. Petitioner represents a bargaining unit consisting of employees of the Dearborn Fire Department at all ranks below that of Chief, Acting Chief or Deputy Chief, excluding administrative, clerical and support classifications. Specifically, the IAFF unit includes the following classifications: Firefighter I, Firefighter II, Firefighter III, Fire Prevention Inspector, Fire Marshal, Fire Lieutenant, Fire Captain, Fire Apparatus Supervisor III, Fire Apparatus Supervisor Assistant, Emergency Medical Services Coordinator, Emergency Management Coordinator, Battalion Chief (Training Officer), Battalion Chief, Assistant Fire Marshal, Assistant Emergency Management Coordinator and Assistant Fire Chief. Firefighting experience is required for every position within the bargaining unit, with the exception of the Firefighter I classification for which a two-year associate's degree in Fire Science or related college course work is required. In addition, all bargaining unit classifications require various certifications, licenses, and training experience.

Every position within the bargaining unit is assigned duties pertaining to firefighting, emergency rescue, and emergency medical services. For example, the duties of the Firefighter I position include the protection of life and property by combating, extinguishing, and preventing fires and by providing emergency assistance as a state certified paramedic. The work of a Firefighter II differs from that of a Firefighter I in that the employee is responsible for driving a ladder truck and may be put in charge of a rig in the absence of a higher-ranking officer. Firefighter III is a specialized firefighting position involving operation of the fire pump apparatus. The positions of Fire Captain and Fire Lieutenant are supervisory and are responsible for directing the activities of personnel and equipment.

All employees holding bargaining unit positions work full-time. Wages for the Firefighter I classification range from \$45,959 to \$64,120 depending on the date of hire. The salaries of other unit positions range from \$66,912 for Firefighter II to \$88,774 for the Deputy Fire Chief position. Firefighters are entitled to compensatory time off or cash payment for overtime at the rate of 150 percent of the hours worked beyond the normal work schedule. They also receive food and clothing maintenance allowances. Fringe benefits for bargaining unit members include longevity pay, vacation days, sick leave, health and dental insurance and prescription drug coverage.

In June of 2015, the Employer issued a job posting for a new position within the Dearborn Fire Department entitled Student/Intern. The posting describes the position as a “training program that provides an opportunity for individuals at least 17 years of age to learn and participate in many of the functions of a Dearborn Firefighter.” According to the posting, the Student/Intern is to work not more than 28 hours per week at a pay rate of \$10.00 per hour. The duties, skills, and prerequisites for the intern position are set forth in the job posting as follows:

**DESCRIPTION OF DUTIES:**

This is an intern position working in the Dearborn Fire Department. The intern works under the direction of senior officers in the performance of reception duties, accepting and responding to telephone calls and participating in community and public relations programs.

The intern will learn, understand, interpret and apply Dearborn Fire Department policies and procedures and serve as the “eyes and ears” of the city in reporting incidents or conditions that require immediate attention. He or she will also provide clerical support as needed, including typing, filing and providing requested forms and reports at the direction of a department member.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Ability to communicate effectively with others at multiple levels both verbally and in writing
- Ability to manage multiple tasks well and to carry out complex written and oral instructions
- Ability to exercise sound judgment and initiative in analyzing problems
- Skills in a variety of computer programs including Word, Excel, PowerPoint & ACCESS
- Ability to accept and deliver equipment and documents as needed
- Advanced writing skills
- Ability to establish and maintain cooperative working relationships with those contacted in the course of work
- Demonstrates regular and predictable attendance

**REQUIREMENTS FOR CONSIDERATION:**

While in high school, applicants must maintain a 3.0 grade point average and a good attendance record with no disciplinary actions. After graduation from high school, interns are required to attend college with a scope of curriculum related to the Fire/EMS services and maintain a 2.5 grade point average.

The IAFF learned of the existence of the Student/Intern position from the job posting. On June 19, 2015, the Union submitted a demand to bargain with the Fire Chief over the position. After receiving no response from the Employer, the Union filed a grievance asserting that the City had breached the terms of the collective bargaining agreement by failing to notify it of the creation of the intern position and by failing to bargain over the rates of pay, hours of work and other terms and conditions of employment. On or about July 29, 2015, the City's acting human resources director denied the grievance on the basis that the new position would not be performing bargaining unit work.

Individuals began working for the Dearborn Fire Department as Student/Interns in mid to late August of 2015. Thereafter, the Union filed several additional grievances, each asserting that the City was violating the parties' contract by assigning exclusive bargaining unit work to the interns. One of the grievances pertained to the performance of station work duties, while the subject matter of the other grievance was the City's decision to task the Student/Interns with the duty of pumping hydrants. At the time of the hearing in this matter, both grievances were being held in abeyance pending the resolution of this case.

## II. The Student/Intern Position

Joseph Murray has been Fire Chief for the City of Dearborn since 2012. Murray testified that the Student/Intern position was created to give young men and women who are interested in a future career in firefighting exposure to what it is like to work as a fire fighter in a non-hazardous environment while, at the same time, allowing the City to get some assistance with clerical work and some support services. Murray described the intern position as "essentially job shadowing." The Student/Intern position is not considered by the department to be an entry-level position from which an individual could be expected to find employment as a full-time fire fighter with the department. Murray testified that, while it might look good on a resume, working as a Student/Intern would have no impact on an individual's chances to get hired by the City.

There are no certification, testing or licensure requirements for the Student/Intern position. However, a few of the interns have paramedic licenses and one was in the process of obtaining an EMT license at the time of hearing. Student/Interns working for the Dearborn Fire Department are paid \$10 per hour, the same rate that the City pays interns in other departments. The maximum number of hours a Student/Intern can work is 28 hours per week. However, their individual schedules vary depending on their school requirements, with some interns not working at all within a given week due to other commitments.

The Student/Interns receive classroom training and participate in exercises at a smokehouse which the fire department also uses to educate government officials, grade school students and other members of the public. The smokehouse is a controlled environment which allows participants to experience what it is like to navigate through a smoke-filled building. The training may involve the interns dragging hoses through the

building or crawling on the floor. During training sessions, the Student/Interns are supervised by individuals from the office of the Fire Chief. When the Student/Interns are not in training, they may be assigned office support work, such as scanning or filing documents or other clerical tasks. For example, prior to the hearing in this matter, the interns helped the Fire Chief prepare an awards program for bargaining unit members.

The Student/Interns also perform various duties in the field. For example, the interns have been assigned the task of pumping hydrants after fires to ensure that they function properly and do not freeze. Historically, pumping hydrants has been the responsibility of fire fighters holding the rank of Lieutenant or below. However, Battalion Chief of Training Jamie Jent testified that pumping hydrants, while important, is a task that non-fire fighters can be trained to perform. In fact, the duty was previously performed by fire cadets who were not certified fire fighters and who were excluded from Petitioner's bargaining unit.

Another duty assigned to the Student/Interns is the installation of smoke detectors in the homes of Dearborn and Melvindale residents. The smoke detectors are made available by the department via a Federal Emergency Management Agency (FEMA) grant. The interns received training on how to install the smoke detectors from the Fire Chief and the Assistant Fire Chief. The task requires use of a power drill and screws and requires knowledge of basic building construction installation. Jent testified that the work is potentially dangerous because a fire could occur if an intern were to accidentally hit an electrical wire while using the drill. In addition, Jent asserted that the safety of the interns could be at risk because they are required to enter the homes of strangers without supervision. On cross-examination, however, Jent conceded that he was not aware of who was supervising the interns during the performance of this duty. Although bargaining unit members have previously handed out smoke detectors at fire stations, they have never been assigned the duty of installing them for members of the public.

The Student/Interns ride along with bargaining unit members on route to medical emergencies, motor vehicle accidents, fire scenes and on other emergency calls. Jeffrey Lentz, a Fire Apparatus Supervisor and president of IAFF Local 412, testified that responding to emergencies is the most hazardous duty assigned to a fire fighter because emergency vehicles travel through intersections and around traffic, sometimes resulting in injuries or death to a responder. The record indicates that the Dearborn Fire Department has a history of allowing non-fire fighters to ride along with members of the bargaining unit. Chief Murray estimated that there have been hundreds of non-fire fighters who have gone along on emergency runs over the years, including EMT students, students from Henry Ford College, medical residents from the Henry Ford Health System, fire cadets, U.S. Marshals, individuals from the Michigan Academy of Emergency Services, the mayor, city council members and the families of fire fighters, as well as other members of the general public.

There was some testimony elicited at hearing regarding the activities of the Student/Interns once they have arrived at an emergency scene. Chief Murray testified that the Student/Interns are merely job shadowing and that their role is strictly limited to

observing the fire fighters and paramedics in the field. To that end, the Chief testified that the interns have specifically been ordered not to engage in fire suppression activities or assist bargaining unit members with vehicle extraction or emergency medical treatments. In fact, Murray testified that the Student/Interns took a pledge when they started work that they would not perform bargaining unit work.

In contrast, Lentz attempted to portray the situation at a fire scene as being substantially more dangerous for the Student/Interns. Lentz testified that the first few engines to arrive at a fire scene will park one house past the dwelling which is on fire, thereby requiring the occupants of the rig to exit close to the incident. According to Lentz, the ladder truck will stop directly in front of the house which is on fire, causing the occupants to exit the vehicle within the hot zone, an area which Lentz defined as the fluid perimeter within which injury may occur such that turnout gear must be worn. However, there is no evidence in the record suggesting that the interns ever actually leave the vehicle at a fire scene, nor was there any testimony establishing that any of the Student/Interns have ever entered the hazard zone. In fact, Lentz's testimony regarding the interns appears to have been speculative in nature and not based on any personal knowledge of their duties. For example, when asked whether interns could be inside the hot zone, Lentz responded, "I believe there are opportunities for that to happen." Later, Lentz testified, "I do not see how [the interns] could avoid getting into the hot zone" if they are on a rig which is the first to arrive at the fire scene. Lentz also conceded that to his knowledge, a Student/Intern has never been directed to perform a function that was not ordered by the Fire Chief.

Lentz testified generally with respect to the dangers associated with other types of emergency response situations. Lentz indicated that the department responds to motor vehicle accidents, including on major freeways and roads which run through the Cities of Dearborn and Melvindale. Lentz described a vehicular accident scene as "inherently dangerous" due to passing traffic, weather conditions, exposure to blood and airborne pathogens and having to cut open cars to extract passengers. Lentz testified that it was "his understanding" that the Student/Interns wear turnout gear at accident scenes, but he indicated that he had never personally witnessed them doing so. With respect to medical emergencies, Lentz testified that the interns enter buildings where they could encounter airborne pathogens, diseases, and violent family members.

The interns have been issued uniforms which are almost identical to the clothing worn by bargaining unit members around the station, except that the shirts assigned to the interns have a fire department emblem on the front instead of a badge and a patch on the sleeve which reads, "Cadet." In addition, they have been issued old, non-current reflective coats which are either black or navy blue. The interns have also been assigned turn-out gear of the type worn by unit members at the scene of a fire or other emergency. Chief Murray testified that the turn-out gear is for use during training exercises only and that he personally instructed the interns not to take the gear with them on emergency runs. According to Murray, the turn-out gear issued to the Student/Interns is outdated such that it is no longer appropriate for use within hazardous environments. Murray further testified that the interns have not been issued bailout gear or self-contained

breathing apparatus (SCBA). In contrast, Lentz testified that the Student/Interns have a “full complement” of turnout gear which is the same as, or similar to, the clothing and equipment worn by members of the bargaining unit, including bunker pants, helmets, boots, fire gloves, hoods and turnout coats. On cross-examination, however, Lentz conceded that the interns do not have bailout belts or leather fighting boots and that they have not been assigned badges. In addition, Lentz confirmed that the helmets worn by interns are a different color than those assigned to unit members and that a shield is affixed to their helmets which identifies them as an intern.

When the Student/Interns began working for the fire department in August of 2015, they initially performed work around the fire station, including cleaning the station and washing vehicles. However, they were required by the department to stop performing that duty after the Union filed a grievance asserting that those duties constitute exclusive bargaining unit work.

#### Arguments of the Parties:

The Union asserts that Petitioner has failed to establish that inclusion of the Student/Intern position in its bargaining unit would be improper under PERA. According to the Union, the interns share a community of interest with the current members of the IAFF because they serve under the common direction and control of the Fire Chief and other members of the bargaining unit, they work closely with unit members on emergency runs, and their duties include work that had been performed exclusively by IAFF members. In addition, the Union contends that the Student/Interns should be included in the bargaining unit because they are eligible for Act 312 by virtue of the fact that they respond to emergency calls and operate within the hazard zone during medical and fire emergencies. In support of its contention that the interns are subject to the hazards of firefighting, the Union points to the fact that they are issued turnout gear by the department. The Union further asserts that even if the Student/Interns are not Act 312 eligible, it would nonetheless be appropriate to include them in Local 412 based on the Commission’s longstanding policy that mixed units of Act 312 eligible and non-eligible employees are not per se inappropriate.

Petitioner contends that the Student/Interns should not be included in the IAFF bargaining unit because they lack the required licenses, certifications and equipment necessary to perform the essential job duties of unit members and because they have been ordered by the Fire Chief not to perform any bargaining unit work. According to the City, none of the tasks assigned to the interns have been exclusively performed by the members of Local 412 and there is no evidence in the record establishing that they provide a critical service component such that a strike by the interns would threaten community safety. Although the City acknowledges that the interns ride on department vehicles to fire and other emergency scenes, Petitioner argues that their role is limited to observing the work of unit members and that they have been specifically ordered not to engage in fire suppression or emergency mitigation efforts. For these reasons, the City contends that the Student/Interns are not eligible for compulsory arbitration under Act 312 and, therefore, must be excluded from the bargaining unit based upon the

Commission's policy to exclude previously unrepresented positions ineligible for Act 312 arbitration from units of eligible employees.

#### Discussion and Conclusions of Law:

PERA prohibits public employees from striking. MCL 423.202. "[A]s a necessary tradeoff for the prohibition against striking" in police and fire department disputes, the Legislature enacted Act 312, which provides for compulsory arbitration of labor disputes in police and fire departments. *Metropolitan Council 23, AFSCME v Center Line*, 414 Mich 642, 650 (1982). See also *Jackson Fire Fighters Ass'n v City of Jackson*, 227 Mich App 520, 523 (1998). Only certain employees are eligible for arbitration under Act 312. Specifically, employees engaged as policemen, or in fire fighting or subject to the hazards thereof, emergency medical service personnel employed by a police or fire department, or an emergency telephone operator employed by a police or fire department are eligible for Act 312 arbitration. MCL 423.232(1).

We have long recognized the availability of Act 312 arbitration to be a significant factor in defining the appropriate bargaining unit. In *City of Dearborn Heights*, 1984 MERC Lab Op 1079, and its companion case, *City of Fenton*, 1984 MERC Lab Op 1086, we announced that we would no longer certify mixed bargaining units of Act 312 eligible employees and non-eligible employees where any party objected to their inclusion.<sup>1</sup> Since that time, we have refused to include previously unrepresented positions ineligible for Act 312 arbitration in units with eligible employees and vice versa. See e.g. *City of Grosse Pte Public Safety Dept*, 1994 MERC Lab Op 588 (accretion of parking enforcement officer to unit of Act 312 eligible police officers inappropriate); *Genesee Twp*, 1994 MERC Lab Op 210, 215-217 (secretary and receptionist/clerk not included in a unit of police officers because the positions did not qualify as dispatchers under Act 312); *City of Southfield (Public Safety)*, 1993 MERC Lab Op 36, 42 (public safety communications supervisors permitted to be separately represented as supervisors in a unit of Act 312 eligible employees); *City of Farmington Hills*, 1989 MERC Lab Op 203 (petition seeking to include cadets in a unit of police officers dismissed on the basis that cadets were not eligible for Act 312 arbitration). In the instant case, the City contends that the Student/Interns should be excluded from the bargaining unit represented by the IAFF because they are not engaged in firefighting or subject to the hazards thereof.

Sworn uniformed firefighters and police officers are per se eligible for Act 312 arbitration. *City of Detroit*, 1992 MERC Lab Op 698, rev'd, in part, on other grounds sub nom *City of Detroit v Detroit Fire Fighters Ass'n*, 204 Mich App 541 (1994). For classifications other than sworn fire or police officers, eligibility for Act 312 arbitration is determined by application of the test set forth by the Supreme Court in *Metropolitan*

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<sup>1</sup> However, this policy does not require the division of a previously established and agreed upon unit composed of both Act 312 eligible and non-eligible employees, nor is such a unit per se inappropriate. *Wayne Co (Airport Police Dep't)*, 2001 MERC Lab Op 163, affirmed sub nom *Wayne Co Police Ass'n v Wayne Co*, unpublished memorandum opinion per curiam of the Court of Appeals, issued February 24, 2003 (Docket No. 235669). See also *City of Detroit (Fire Dept)*, 18 MPER 43 (2005), in which we accreted the existing position of supervising medical case manager, which was not Act 312 eligible, to a longstanding mixed bargaining unit.



*Council 23, AFSCME v Oakland Co Prosecutor*, 409 Mich 299 (1980), as applied by the Court of Appeals in *Capitol City Lodge FOP v Ingham Co*, 155 Mich App 116 (1986): (1) the particular employees must be subject to the hazards of police or fire fighting work; (2) the department engaging the employees must be a critical service department having as its principal function the promotion of the public safety, order and welfare so that a work stoppage in the department would threaten community safety; and (3) the striking employees could not be adequately replaced in the event of their striking. See also *Oakland Co v Oakland Co Sheriff's Ass'n*, 282 Mich App 266 (2009), vacated, in part, on other grounds 483 Mich 1133 (2009); *Ottawa Co (Sheriff's Dept)*, 1993 MERC Lab Op 661. In the instant case, there is no dispute that the Student/Interns are not sworn firefighters. Accordingly, in order to determine whether the interns are eligible for compulsory arbitration under Act 312, the *Oakland Co Prosecutor* test must be applied.

Having carefully reviewed the record in this matter, we conclude that the Student/Interns are not subject to the hazards of fire fighting. The testimony of Chief Murray, as well as the June 2015 job posting, establish that the intern position was created for the purpose of giving high school and college students an opportunity to observe the activities of bargaining unit members while, at the same time, providing some clerical and support assistance to the Employer. Although the Student/Interns ride department vehicles on emergency runs, the evidence indicates that their role is limited to observing members of Local 412 in the field and that their participation on these ride-alongs is essentially no different than that of members of the general public. Murray testified that he explicitly ordered the Student/Interns not to engage in fire suppression activities or to assist bargaining unit members in the handling of medical emergencies and that each intern took a pledge to that effect. Notably, Lentz, the Union's primary witness in this matter, stated that to his knowledge, none of the interns have ever been directed to perform a function not ordered by the Fire Chief. Although Lentz testified generally with respect to the dangers faced by first responders, the Union offered no credible evidence establishing that the interns have been put in any dangerous situations while at the scene of a fire or other emergency.<sup>2</sup>

In support of its contention that the interns are Act 312 eligible, the Union relies upon our decision in *Charter Township of Delta*, 24 MPER 4 (2011), in which we found that a newly created fire inspector position was covered by Act 312, despite the fact that she did not normally enter the hazard zone at a fire scene. In that case, however, the evidence established that the inspector was responsible for enforcement of the Township's fire code and that the position required certification in fire inspection, arson investigation and operational level hazardous materials. Moreover, the fire inspector was required to respond to alarms and assist at the scene of structure fires and other emergencies. Although she did not normally enter the hazard zone, there was testimony indicating that the fire inspector might be required to do so in the event of an emergency. In contrast, the Student/Interns are not required to have any certifications or licenses

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<sup>2</sup> None of the Student/Interns were called to testify in this matter. Throughout the course of Lentz's testimony, counsel for the Union repeatedly indicated that his next witness would provide specific information regarding what the interns do at an emergency scene. However, no additional witnesses were called and the Union rested.

relevant to firefighting or emergency response and there was no testimony even suggesting that the interns do anything other than observe the work of bargaining unit members during fires and other emergencies. In fact, there is nothing in the record which would establish that the interns even leave their vehicles at a fire scene, nor is there any first-hand account of interns actually being exposed to dangerous conditions upon their arrival at an emergency. Although there are certainly dangers associated with traveling on public roadways to an emergency, the mere act of participating in ride-alongs on fire department vehicles is insufficient to support a finding that the interns are Act 312 eligible.

The Union argues that the issuance of turnout gear to the Student/Interns establishes that they are subject to the hazards of firefighting for purposes of Act 312. Although Lentz testified that the interns have a “full complement” of turnout gear which is the same as, or similar to, the clothing worn by bargaining unit members, it is undisputed that no intern has been assigned an SCBA or a bailout belt. Moreover, the record establishes that Chief Murray specifically ordered the interns not to bring their turnout gear with them during ride-alongs. According to Murray, the purpose of assigning the turnout gear to the interns was so that they could use it during training sessions in controlled environments. Although Lentz testified that it was “his understanding” that the interns wear their turnout gear at emergency scenes, he admitted that he had never personally witnessed them doing so. In any event, the issuance of protective gear is not sufficient to support a finding that an employee is subject to the hazards of firefighting. *City of Detroit*, 1992 MERC Lab Op 698. Similarly, we do not agree with the Union that the interns are eligible for Act 312 merely by virtue of the fact that they are required to use an electric drill when installing smoke detectors.

Even assuming arguendo that the interns are subject to the hazards of firefighting, we would nonetheless exclude them from the bargaining unit based upon the second part of the *Oakland Co Prosecutor* test which requires that the employees in question be part of a “critical service department” having as its principal function the promotion of public safety, order and welfare so that a work stoppage in that department would threaten community safety. The Student/Interns are employed by the City of Dearborn Fire Department, which is clearly a “critical service department.” However, the evidence must also establish that a strike by the employees in question would pose a threat to community safety. *Ingham Co*, 155 Mich App at 120. Given that there is no evidence in the record indicating that the interns play any role in fire suppression or providing emergency medical care or rescue service, we fail to see how a strike by the Student/Interns would present a burden on the department so great as to threaten community safety.

For the above reasons, we find that the Student/Interns are not employees engaged in firefighting or subject to the hazards thereof within the meaning of Section 2(1) of Act 312 and, therefore, they cannot be accreted to the bargaining unit represented by IAFF, Local 412 over Petitioner’s objection. Although this determination will leave the intern position unrepresented, this factor alone does not justify the inclusion of the interns in the bargaining unit. See e.g. *City of Wyandotte*, 1993 MERC Lab Op 234, 236; *Bay-Aranac Community Mental Health*, 1989 MERC Lab Op 602.

