

1216

12/27/67 FF

20

BY APPOINTMENT OF  
THE  
LABOR MEDIATION BOARD ✓  
STATE OF MICHIGAN

Michigan State University  
LABOR INDUSTRIAL  
RELATIONS LIBRARY

RECEIVED  
DEC 29 1967  
LABOR MEDIATION BOARD  
LABOR RELATION DIV ✓

In the Matter of Fact Finding Between:

GROSSE POINTE PARK FIREFIGHTERS )  
ASSOCIATION, LOCAL NO. 533 )  
-and- )  
CITY OF GROSSE POINTE PARK, MICHIGAN )  
David Heilbrunn )

REPORT

Appearances

For the Association - William Mazey, Esq.  
For the City - Richard D. Rohr, Esq.

Introduction

A request for fact finding was filed by the Association with the Labor Mediation Board on September 12, 1967. A hearing on this request was conducted at the Municipal Building of the City of Grosse Pointe Park on October 18, 1967. The issues advanced by the Association were:

1. Salary schedule for 1967-68, embodying parity pay as to base salary of Firemen and Policemen.
2. Overtime call-back.
3. Holiday pay.
4. Night premium.

Grosse Pointe Park, City of

The City recognizes the Association as exclusive collective bargaining representative of all employees of the Fire Department except the Fire Chief. On July 19, 1966, the parties executed a one-year collective bargaining agreement to apply during the City's fiscal year ending June 30, 1967. As to salaries, this agreement resulted in a 10% base salary increase for Fire Department personnel bringing the base salary of firefighters to \$7,700 annually.

The Contract provided that negotiations for fiscal year 1968 could be opened by either party after March 1, 1967. On March 9, 1967, the Association requested commencement of such negotiations. Since that request there have been four bargaining meetings conducted, at which the Association made several verbal proposals. At one point in the course of bargaining the Association agreed to a base salary for Firemen less than that to be paid to Policemen, conditioned on parity pay for Fire Department officers when compared with their counterparts in the Police Department. Intervening events and considerations, including the summer rioting in Detroit, caused the Association to subsequently take a new position. The Association now seeks parity pay as to base salary for Firemen and Policemen and as to fringe benefits which would otherwise create a disparity in normal earnings.

#### Facts

##### I.

Grosse Pointe Park is essentially a residential suburb. Its population is 16,500. During the fiscal year 1967 Fire Department salaries were:

Firemen	\$ 7,700.00
Corporal	7,892.56
Sergeant	8,067.28
Lieutenant	8,470.00
Captain	8,918.80

During this same period the base salary for Policemen was also \$7,700.00, however, representative annual salaries for certain of the various officer levels of the Police Department were \$8,470.00 for Sergeant and \$9,416.00 for Lieutenant.

Historically the complement of the Fire Department has been 25 men including the Chief. The supervisory ranks below the Chief are one Captain, one Lieutenant, two Sergeants and two Corporals. After attrition reduced the Fire Department to only 23 men it was operated at this level for a period of time. The City then hired and trained two new Firemen in anticipation of statutory requirements lowering a Fireman's

average workweek to 56 hours effective July 1, 1967. The total annual cost of employing a new Fireman, including his salary, is estimated at \$10,000.00. As a result of this return to full strength, the Department implemented the new statutory requirements lowering the average work week for Firemen to 56 hours and this implementation occurred about a month before the required effective date. In connection with the change, the Department shifted from a two-platoon basis to a three-platoon basis. Under the new three-platoon basis, each member of the Department is scheduled for a work cycle of approximately 110 days<sup>1/</sup> per year. In contrast members of the Police Department work a basic 40-hour work week.

The physical and educational requirements for the positions of Fireman or Policeman are comparable. The City has experienced greater turnover in its Police Department and more difficult problems of recruitment than for Firemen. Employment testing for Firemen is based on standard State-wide examinations. For Policemen, different and more particularized tests are given. A prime characteristic sought in Fire Department applicants is the ability to live together in close, frequent contact with co-workers. Police Department applicants are expected to be physically durable and suitable for frequent contact with citizenry under sensitive contemporary standards.

The daily duties of Firemen involve accomplishment of assigned housekeeping and maintenance tasks during the first several hours of the work day (from approximately 8:00 a.m. until noon). During the afternoon training and some leisure time occurs and as to the evening and night hours, until the end of the work day the following morning, a Fireman is either assigned to a watch of several hours duration or is free for personal/leisure activities or for sleeping (after 8:00 p.m.). Of course, cutting across all such characterization of the Firemen's duties is the possibility of firefighting or other responsive activities to calls received. The City's official Activity Reports show that there is at least one fire station call on over half the days in the year. The great majority of these calls are responded to by no more than two Firemen. An estimate of Fire Chief Graul is to the effect that a Fireman would spend only about 1% of his total duty time on service or fire calls.<sup>2/</sup>

In regard to comparative salaries there was considerable evidence as to the salaries of Fire Department personnel in adjacent suburbs as well as on a state-wide basis as compiled by the Michigan

---

<sup>1/</sup> A work day for Firemen is a 24-hour, on-duty period commencing at 8:00 a.m. The schedule is also described as about three work days in each nine calendar day period.

<sup>2/</sup> This estimate is in harmony with the facts in Satterley vs. City of Flint, 373 Mich. 102, 128 N.W. 2d 508, cited by the Association, in which a 2% portion of on-duty time is derived from the Court's finding that, "... in the average 63-hour week an average fireman spent 76.7 minutes on emergency fire runs, away from the station, including false alarms."

Municipal League. Thus in the City of Grosse Pointe (population - 7,200)<sup>3/</sup> the salary base for Firemen is presently \$8,000.00 annually while for Policemen it is \$8,300.00. A similar salary pattern exists in Grosse Pointe Farms (population - 13,000)<sup>4/</sup>. Both parties solicited informal information as to base salary for Firemen in other suburban communities, however, the answers received do not coincide. For St. Clair Shores, Association President Koerber was given to understand that the current base salary for Firemen was \$8,060.00 annually while the City was informed that it was \$7,835.00 (after 30 months employment). In Warren a base of \$8,038.00 was reported to the Association and one of \$7,688.00 to the City. The Fire Chief of Harper Woods<sup>5/</sup> reported to Chief Graul that as of September 27, 1967, the base for Firemen in that community was \$7,700.00. However, in the preliminary salary and wage data report of the Michigan Municipal League (as reported by October 31, 1967) the top salary base for Harper Woods was \$8,300.00 (on parity with policemen of that community). This same revised data showed that for the Southeastern Michigan area there was a higher annual base salary for Policemen as compared to Firemen in Ann Arbor, Allen Park, East Detroit, Ferndale, Centerline, Melvindale, Mt. Clemens and Trenton. On the other hand there was police-fire parity in Lincoln Park, Royal Oak, Birmingham, Hazel Park, Highland Park, Southfield, Wyandotte and Ypsilanti. The Michigan Municipal League also has reported a general indication that of the 98 Michigan cities having fully paid police and fire departments, 54 now pay patrolmen a higher annual salary than fire fighters.

(SEE ADDENDUM - Page 4a)

## II.

Paragraph No. 4 of the current collective bargaining agreement reads:

"4. Any employee represented by the Union who is called back to work at a time when he is normally scheduled off duty and who responds to such call, shall be paid time and one half for the hours worked off regular duty and shall be paid for a minimum of two (2) hours work at time and one half. For purposes of computing call back pay, the hourly rate shall be determined by dividing the employee's annual base salary by 2,080 hours."

Until earlier this year the call back procedure was governed by the following departmental memorandum:

- 
- 3/ The City of Grosse Pointe was estimated to have an 11 member Fire Department.
  - 4/ Grosse Pointe Farms was estimated to have a 22 member Fire Department.
  - 5/ Harper Woods, a larger community than Grosse Pointe Park, was estimated to have an 18 member Fire Department.

## ADDENDUM

### Facts

#### I.

The salaries established for the Grosse Pointe Park Police Department for fiscal year 1968, with percentage increase over 1967 also indicated, are:

Patrolman	-	\$8,300.00 - 7.8%
Corporal (and Detective)	-	8,800.00 - 8.8%
Sergeant	-	9,300.00 - 9.8%
Lieutenant (Uniformed and Detective Lieutenant)	-	9,800.00 - 7.1%

As to police patrolmen the City does not consider the \$8,300.00 salary to be a "special adjustment." The City considers this salary to be an appropriate one in terms of the duties of the position and the need for an attractive, competitive starting salary. The City has experienced a better response to police recruiting since establishing this salary. In regard to the disparity of the salary with that proposed by the City for its fire fighters this is based on a conscious effort to "equate" the two occupations. "Equating" was described by the City as including matters of work intensity, relative hazard factor, opportunity to supplement income and inherent difference in work schedules allowing Firemen to be paid for personal/leisure activities. The City made clear it was not deprecating the function of the Fire Department or its personnel but claimed merely to be recognizing present day realities.

As to officers of the Police Department, the fiscal 1968 pay increases are specifically and admittedly "special adjustments" resulting from a two-year joint study.

The City's offer to Fire Department personnel as to salaries is a 3.9% increase for all ranks. This would result in a base for Firemen of \$8,000.00 and is exactly one-half the base salary increase accorded Policemen for the current fiscal year. As to officers of the Fire Department the 3.9% increase, when compared with Police Department officer increases of 7.1% - 9.8%, shown above, would further increase the disparity in salary of counterpart officers of the two Departments.

"To: All members of the Fire Department

From: Chief of the Fire Department

Date: August 4, 1964

Subject: To correct memo dated August 15, 1963 and dealing with Calling off duty personnel and alerting the City of Detroit Fire Department, during Mutual Aid Alarms.

(1) When Engine # 2 (Seagrave) responds to Mutual Aid Alarm with four men.

(A) The second officer in command or the senior man on duty will immediately notify the Chief of Department.

(B) He will then call off duty personnel until six men are on duty.

(2) When Engine # 2 (Seagrave) and Ladder # 1 (Pirsch) responds to Mutual Aid Alarm with six men.

(A) The command officer will respond with six men.

(B) The second officer in command or the senior man on duty will immediately notify the Chief of Department.

(C) He will then call off duty personnel until six men are on duty.

(3) Calling the City of Detroit Fire Department, during Mutual Aid Alarms.

(A) The Chief of Department or the Command officer taking his place will be responsible for calling the City of Detroit Fire Department, during Mutual Aid Alarms.

(NOTE) Under 2A. At no time will apparatus be left in quarters with-out an officer or at least one member of the department in charge.

Signed /s/ William B. Gaul  
William B. Gaul"

Sometime subsequent to the execution of the collective bargaining agreement, Chief Graul came to understand that call back contact to members of his department, which was actually handled by Police Department personnel, involved certain alleged favoritism or efforts to notify specific individuals who were believed to be low in the matter of overtime accumulation. Desiring to obtain better control of the call back procedure, to insure that particular fire personnel contacted were selected by departmental supervision, and to generally economize and obtain the most prompt response to call back requests, Chief Graul issued the following memorandum:

"To: All Personnel

From: William B. Graul, Chief.

Date: February 28, 1967

Subject: Call back off duty men

Attached here-to is an up to date roster of the Grosse Pointe Park Fire Department. It lists the Platoon, Name, Address and Telephone number of each officer and fire-fighter.

The list is so arranged that those members of the Fire Department living nearest to the Fire Station will be notified first and in order.

It might be well to mention at this time, that although all Mutual Aid Running Cards refer to off duty personnel in the second alarm column, no off duty Fire Officers or Fire-fighters, (With the exception of the Fire Chief) are to be called back for duty, unless so ordered by the Fire Chief or a Command Officer acting in that capacity.

/s/ William B. Graul  
William B. Graul  
Chief of Fire Department"

### III.

Policemen and general City employees receive 14 furlough (vacation) days annually plus paid or compensatory time for seven holidays. Members of the Fire Department receive 21 furlough days annually but no time off which is specifically denominated for holidays. There was some testimony that historical understandings within the Fire Department were to the effect that the furlough provision included holiday pay or its equivalent.

#### IV.

During fiscal year 1967 both Policemen and Firemen received a \$100.00 annual increment for night work. Commencing with the new fiscal year Policemen work outside the normal day shift on an hourly differential basis. The differential is 10¢ per hour for afternoons and 15¢ for midnights.

#### Contentions

##### I.

As to base salary and parity, the Association contends that the base salary of Firemen should be \$8,300.00 for the current fiscal year and that an appropriately related amount be paid to the supervisory personnel of the Fire Department. The Association emphasizes the hazardous nature of fire fighting and the fact that there is the constant enervating possibility of having to face any sort of danger related to fires or other service responses customarily undertaken by a suburban fire department. The duties of a Fireman are shown to be varied and involve substantial training in rescue, health and first aid procedures. As to staffing, the Association contends that the two most recent hires into the Fire Department were merely to return the Department to its normal strength and should not be related to, or explained in terms of, the statutory reduction to a 56 hour week. Furthermore the Association believes the City was "10 years behind" in reducing to the 56 hour week required by law since many other municipalities had previously done so voluntarily.<sup>6/</sup> The Association asserts that the historical parity in fire and police pay, still maintained in Detroit and many parts of the metropolitan area, should be continued in the interests of morale and efficiency. The traditional public image of uniformed public safety representatives is also advanced as a compelling reason for the preservation of wage equality since to do otherwise would tend to create dissatisfactions detrimental to the community served.

The City contends that the existence of parity in the past is no reason to maintain it indefinitely into the future. A trend toward moving from full parity is discerned by the City from sources available to it. Also the City administration has determined that the police function has become more complicated and sophisticated necessitating a higher salary than is warranted for fire personnel both because of the intrinsic differentiations in duties and the difficulty of recruiting Policemen as opposed to Firemen. Subsidiary to this contention is the City's emphasis as to the work schedule of Firemen, allowing a substantial period of time of up to nearly 50% of on-duty hours for sleeping, and a general employment obligation which readily allows supplementary outside earnings, as has customarily been practiced by those in the field.

---

6/ It is noteworthy that these parties engaged in litigation over a quarter century ago on the issue of hours of work for Firemen. Grosse Pointe Park Fire Fighters Ass'n., Local No. 533 vs. Village of Grosse Pointe Park, 303 Mich. 405, 6 N.W. 2d 725.



## II.

As to call back procedure, the Association characterizes the February 28, 1967, memorandum as a unilateral act which should be cancelled in favor of the immediately prior procedure. The Association also objects to the lack of fair opportunity to accumulate "call-back time" under the present instructions whereby those Firemen living closest to the station are preferred as to overtime call back.

The City's position is that the February 28, 1967, change was to return control of the call back procedure to the Department and to eliminate abuses.

## III.

The Association's post-hearing position on this issue is that it is willing to have the matter "... returned to the parties for the purpose of bargaining to a reasonable disposition of the issue."

The City disclaims any clear understanding as to what the Association is seeking in regard to holiday pay and suggests that the matter "... be further discussed between the parties to identify the problem and seek a resolution."

## IV.

The Association's position as to night premiums or shift differential is that Firemen should receive an additional \$40.00 per year to maintain parity. Policemen are expected to receive, on the average, that additional amount (\$40.00) from their total hourly shift differentials for the year. Since night premiums represent a specific portion of earnings, the Association contends that the parity concept should equally extend to this subject.

The City contends that the change to hourly shift differential for Policemen was necessary to stop an inequity that was occurring whereby some Policemen had little or no night work because of their particular job assignments but were nevertheless receiving the same flat annual night premium as others. The City also believes that the nature of the Firemen's 24-hour work shift makes the entire concept of shift differential inapplicable, particularly since this frequently involves sleeping time.

## Recommendations

### I.

The principal issue in this proceeding is that of fire-police salary parity. This has been a subject of contention in various parts of the state as a matter of collective bargaining, fact finding or

popular vote. The opinion for the City of Lansing firefighters has been extensively publicized and there are fact finding evaluations that have occurred, or are underway, in other parts of the state.

The present bargaining situation is one that is not sufficiently refined to lay a suitable foundation for a broad generalized expression on the parity question. As recently as this past July the Association's position was that it was willing to accept a \$300.00 lesser salary base than that for Policemen in exchange for substantial salary increases for supervisory personnel of the Fire Department bringing them into substantial parity with their police counterparts. As already stated the Association changed its position to the current one on base salary parity. This sequence of events leaves the subject of parity essentially unexplored between the parties. Neither side has delved thoroughly into the respective pros and cons of the question nor extensively exchanged views on the many objective aspects of the question. I contrast this with the situation in the Grosse Pointe Park Police Department in which supervisory officers salaries were substantially increased after a two-year joint study.

I believe generally that the matter of parity must, until statutory, procedural or settled decisional changes dictate otherwise, be approached on a case by case basis. I am not in full accord with the hyperbolicism set forth in the Lansing case, as quoted in the Association's brief. I am particularly unable to characterize a lack of parity as one in which a "sense of justice is outraged." The simple fact of the matter is that notwithstanding the uniformed nature of the occupations and the traditional image by which police and fire functions are often thought of together, they have been and are performing separate functions with a great multitude of dissimilarity in content and impact. Technological change, for instance, is present and is affecting the Firemen's work. Smoke detection devices and automatic fire control appliances, even in residential use, impinge on his services as a fire fighter. On the other hand, a new social awareness and affirmation of recognized rights of the accused make the work of a policeman more demanding than in the past. The essential difference is that of working with things versus working with people. In the latter connection the increased sensitivities and sophistication of police work certainly create numerous points of comparison by which it can be distinguished from that of the fire fighter.

However, a specific bargaining problem is present and is entitled to recommendation under this fact finding request. I am not particularly impressed with the Association's contentions that the new state law compresses the Firemen's duties in such a way that they are now performing 12-1/2% more work and expending similarly greater energy. It is first of all true that the statute results in an absolute reduction in the amount of working time and, therefore, a corresponding increase in the amount of the Firemen's free time totally disassociated

from his work. In the second place, there is ample resiliency in the Fireman's shift assignment whereby I cannot equate a 12-1/2% reduction in work week with a 12-1/2% increase in effort. The very nature of the housekeeping, maintenance and fire station duties are not such that this output increase is in direct relationship to the reduced hours per week. Furthermore, a fire must be promptly extinguished regardless of whether the fire fighter is working a 63 or a 56 hour week.

On the other hand, there is a strong case to be made for continuation of parity in base salary at least through the present fiscal year. Under the present statutory obligation to bargain, public employers bear substantial responsibility to conclude good faith agreements with representatives of their employees. In this situation the City has not established a strong case for the departure from historical parity of base salary between firemen and policemen. The points of distinction that have been raised are fairly obvious and are not of compelling persuasion.

The opportunity to be paid for sleeping loses its appeal when the sleeper can be awakened for a dash into unknown dangers. Changes in law enforcement techniques and police practices have certainly occurred but I am not convinced that a great effect is actually manifested in day-to-day police work in Grosse Pointe Park as might be the case elsewhere. Nor is the slight differential in Workmen's Compensation premium rate a controlling factor. Furthermore, a comparative difficulty in Police, as opposed to Firemen, recruitment adds little to the case for non-parity, at least until a manpower crisis would begin to appear. The 12-1/2% reduction in hours of work represents remedial legislative action and should not directly justify a break with the parity principle. The claim of disparate energy expenditure is a fruitful subject but is not sufficiently developed to justify disparate salary treatment. Finally, there is no claim of financial inability to pay<sup>and</sup> the desired base salary of \$8,300.00 (a 7.8% increase) is not greatly in excess of apparent salary patterns for comparable fire departments and is otherwise in the range which a community of this type would pay in prudent recognition of the essentiality of fire protection. This is not to say that base salary increases of the 10% or proposed 7.8% magnitude, of fiscal 1967 and 1968, respectively, should be matched in future years.<sup>7/</sup> However, as to the current year an \$8,300.00 base is appropriate from the standpoint of the many factors involved.<sup>7a/</sup> Furthermore, as pointed out by the Association, the instances in which other municipalities do not have parity may exist under protest or without the collective bargaining approach which is now the public policy of this state.

---

<sup>7/</sup> The basic salary increase for Firemen (and Policemen) in fiscal 1966 was 7.5%, which was 1.5% in excess of that for general City employees.

<sup>7a/</sup> The course of current bargaining between the parties has achieved agreement as to improved pension and hospitalization benefits.

In such a situation I believe that the base salary for Firemen should presently be fixed at the same level as that for Policemen. I, therefore, recommend that the City agree to a base salary for Firemen of \$8,300.00 annually. In regard to supervisory personnel of the Department, I believe that a compromise between the Association's earlier contention and the 3.9% increase offered by the City is appropriate. An increase to \$8,300.00 would be a 7.8% increase and the average of this and 3.9% is 5.85%. I believe that this would be an appropriate measure of pay increase for supervisory personnel of the Fire Department. Accordingly, I recommend that the annual salaries for corporal, sergeant, lieutenant and captain be set at<sup>8/</sup> \$8,350.00,<sup>9/</sup> \$8,550.00, \$8,950.00 and \$9,450.00, respectively.<sup>10/</sup>

However, I have one further recommendation affecting the salary issue in this proceeding. I do not believe that the Association has demonstrated sufficient diligence to meet the spirit of its own obligation to bargain under privilege of law. It is not enough to reopen all economic and noneconomic subjects of a bargaining unit with the intention of reaching a new agreement and then over a period of more than six months do little more than make verbal proposals without substantial support or reasoning therefor. Additionally, the entire bargaining process is somewhat undermined by major changes of position after commencement of bargaining as occurred with the Association this past summer. I emphasize in this regard that I am in no way commenting upon any "unfair labor practice" concept since that is not cognizable under a fact finding proceeding nor does the concept apply to labor organizations under Act 379. I do, however, believe that the orderliness of the bargaining process has some bearing on a fact finding recommendation, particularly in regard to the expenditure of public funds. Accordingly, I recommend that a base salary amount of \$8,000.00 annually for Firemen plus a 3.9% increase for supervisory personnel of the Department over

---

<sup>8/</sup> The recommended salaries are rounded off to the nearest \$50.00. Although fire departments generally are not using rounded-off salary amounts, I believe that it is progressive to deal in such salary figures rather than dollar and cent amounts. I note that the members of the Grosse Pointe Park Police Department are receiving salaries in the current fiscal year in amounts ending on an even \$100.00.

<sup>9/</sup> I am mindful that the recommended annual salary for Corporal is only \$50.00 higher than for Fire Fighter. According to data of the Association many neighboring communities (St. Clair Shores, Warren, Detroit, Taylor Township, Southfield, Highland Park and Roseville) do not even utilize this rank. Sgt. Wernet testified that in addition to the Chief of the Department the three shifts were commanded by a Captain, a Lieutenant and himself, respectively. On this state of facts I am not convinced that a greater salary increment is due Corporals, by reason of their rank alone. Perhaps a thorough, joint study of the Fire Department's officer structure, as recommended elsewhere, would result in a more favorable solution.

<sup>10/</sup> Present permanent annual base salaries for Fire Department officers in City of Grosse Pointe are \$8,500.00 for Sergeant and \$9,000.00 for Lieutenant. In Grosse Pointe Farms such salaries are now \$8,500.00 for Sergeant, \$8,900.00 for Lieutenant and \$9,500.00 for Captain.

their corresponding annual salaries for fiscal year 1967 be effectuated<sup>11/</sup> for the period July 1, 1967, through December 31, 1967. While retro-active salary adjustments are frequently achieved, this particular situation does not seem to be one in which it is warranted and for this reason I recommend that the salary schedule be broken into two periods, one applicable to the first half of the fiscal year and the second applicable to the latter half.

Finally, I recommend a joint study undertaking on all aspects of the matter of Fire Department officers compensation, present and as can be anticipated from developing trends.

#### II.

As to the call back procedure, it would have been preferable to have negotiated the mid-contract change with the Association. I hesitate, however, to recommend that a Departmental memorandum be rescinded since this intrudes in the unfair labor practice area. I, instead, recommend that a customary provision on the subject of overtime be utilized between the parties; namely, that overtime opportunity be equalized as fully as practicable among the members of the Department and that persons unavailable or unwilling for overtime call back be charged with such amounts as they voluntarily forego.

#### III.

As to this issue, the Association has moved that it be withdrawn and this is essentially the position of the City. Although the matter was not withdrawn during the course of the hearing and the City expended considerable effort in cross examination on this subject, I believe it would be presumptuous to render a recommendation on any issue which the parties wish to approach anew. It is not entirely clear that the City consents to a withdrawal of this issue and in its Brief it opposes the "Association's claim that this is an inequitable arrangement." From the testimony I heard I would tend to agree that the matter of holiday pay was fairly embodied in the Fireman's furlough privileges. However, I refrain from making any recommendation on this subject on grounds that the parties are deemed to have mutually consented to the withdrawal of the subject from this fact finding procedure.

#### IV.

The matter of night premiums involves a speculative estimate as to whether or not Policemen will earn more than Firemen under an hourly shift differential rather than a flat annual amount. I agree with the City that the nature of a Fireman's work shift is such that it

---

<sup>11/</sup> The record does not establish whether or not the Fire Department has, in fact, been paid above the fiscal 1967 salary levels during the pendency of the impasse.

is improper to compare hourly shift differentials or attempt to equate an agreed upon annual amount with such as might be earned by Policemen actually on swing assignment to the afternoon or nighttime hours. Certainly the entire concept of fire fighting as a profession is that it is an unusual 24-hour job in which, among other things, an individual is paid to sleep. In such a circumstance I do not believe that it impinges on the principle of parity, even were such principle believed to have broad application, for there to be a modest variance between the average amount earned by a Policeman for his night premium work and the annual amount agreed upon through collective bargaining as appropriate lump sum compensation to Firemen. Accordingly, I recommend that the City's contentions be adopted on this issue and that such new collective bargaining agreement as is reached continue the \$100.00 annual night premium for Firemen.

#### Recapitulation

##### I.

July 1, 1967 - December 31, 1967 -- 3.9% salary increase (\$8,000.00 base for Firefighters) for all personnel.

January 1, 1968 - June 30, 1968 -- Additional 3.9% salary increase for Firefighters (to \$8,300.00 base) and additional 1.95% salary increase (rounded off to nearest \$50.00) for officers.

\* \* \* \* \*

##### II.

Overtime equalization clause.

\* \* \* \* \*

##### III.

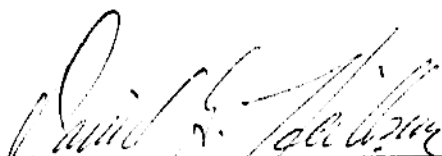
Issue withdrawn.

\* \* \* \* \*

##### IV.

Continue \$100.00 annual night premium for Fire Department personnel.

Dated at Southfield, Michigan  
this 27th day of December, 1967

  
\_\_\_\_\_  
DAVID G. HEILBRUN  
Hearings Officer