In the Matter of Arbitration Between :
:
CITY OF DETROIT :
:
and :
:
DETROIT FIRE FIGHTERS ASSOCIATION, :
Local 344 :

1971-72 CONTRACT DISPUTE

FINDINGS, OPINIONS AND ORDERS OF ARBITRATION PANEL

ISSUED DECEMBER 1, 1971

UNDER ACT 312, PUBLIC ACTS OF 1969

ARBITRATION PANEL:

Maurice Kelman,
DFFA Delegate

Allen A. Hyman,
City of Detroit Delegate

Charles C. Killingsworth,
Chairman

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FINDINGS, OPINIONS AND ORDERS OF ARBITRATION PANEL

This is an arbitration proceeding between Local 344, Detroit Fire Fighters Association (DFFA) and the City of Detroit under the terms of Act 312 of the Michigan Public Acts of 1969. As provided by that law, after the DFFA had initiated binding arbitration proceedings, each party designated a Delegate to the Arbitration Panel. The DFFA designated Professor Maurice Kelman of Detroit and the City designated Dr. Allen A. Hyman of Detroit. When these Delegates did not agree upon a Neutral Chairman of the Panel, the Chairman of the Michigan Employment Relations Commission was requested to make the appointment, as provided in Act 312. Chairman Robert G. Howlett of the Commission thereupon designated Charles C. Killingsworth of East Lansing to serve in that capacity, by a letter dated August 21, 1971.

By stipulation, the parties agreed upon a schedule of 17 hearing days, beginning on September 16, 1971, and ending on November 6, 1971. However, the formal presentations of the parties concluded on October 22, 1971, after a total of eleven days of hearings. The final volume of the transcript, which runs to a total of 1,441 pages, was received by the Chairman on November 1, 1971, and he thereupon notified the parties that the hearings were formally closed as of that date. As prescribed by Act 312, this

Decision is issued on the thirtieth day following that closing.

In addition to the transcript, the formal record in this case includes a total of 85 exhibits submitted by the DFFA, 50 exhibits submitted by the City, and two joint stipulations. With the permission of the Arbitration Panel, the Union also submitted informally during the course of the hearings 13 arbitration awards and fact-finding reports; and at the request of the Panel, the City informally submitted after the close of the hearings the text of an agreement that it had just concluded with the Detroit Police Lieutenants' and Sergeants Association (dated November 5, 1971). In the formal hearings, the Union (DFFA) was represented by Theodore Sachs, Esq., of the law firm of Rothe, Marston, Mazey, Sachs, O'Connell, Nunn and Fried. The City was represented by Peter Jason, Esq., Assistant Corporation Counsel. At the conclusion of the hearings, the Chairman deemed it appropriate to commend both of these gentlemen for the competence and professional skill with which they had presented their respective cases. In the course of the hearings, both sides presented witnesses whose names and titles will not be reproduced here.

At an organizational meeting on August 31, the Chairman was advised by the parties that an extraordinarily large number of issues remained in dispute and presumably would have to be submitted to the Arbitration Panel. The Chairman urged the parties to undertake intensive negotiations prior to the scheduled opening of hearings with a view to reducing the number of issues that would require Panel consideration. A large reduction was achieved, and at the outset of the hearings the following issues were listed by the parties as remaining in dispute:

UNION DEMANDS

1. Maintenance of conditions: All present wages, hours and conditions of employment, except as improved by these demands, shall be continued.

2. Wage increase: $14,788.80, subject to parity.

3. Reduction of hours: Reduction of hours on a graduated scale. From 56 to 53.2 to 52 to 50.4.

4. Cost of living: Cost of living allowance by # hours worked during quarter.

5. Overtime pay: Time and one half pay for hours over normal work week.

6. Shift premium adjustment: Increase afternoon shift premium from .10 to .20 Increase night premium .15 to .30.

7. Longevity adjustment: A true 2% of salary after 11 years; a true 4% of salary after 16 years.

8. Food allowance: $3.30 per duty day (Firefighting Division).

9. Holiday overtime: Triple time for holidays worked.

10. Swing holiday: An additional swing holiday.

11. 3 years full pay: Full pay for Fire Fighters and equal ranks upon completion of 3 years service.

12. Increase in Fire Sergeant classification: 91 additional Fire Sergeants to properly staff Fire Companies.

13. Uniform cleaning allowance: $150.00 cleaning allowance for all members in the bargaining unit.

14. Furlough adjustments: 1 additional tour of duty after 7 years of service; 2 additional tours of duty after 14 years of service; 3 additional tours of duty after 21 years of service; 4 additional tours of duty after 28 years of service.

CITY DEMANDS

1. Shift premium: Shift premium shall be eliminated.

2. Compensatory time transfer: There shall be no transfer of compensatory time balances between individuals.

3. Compensatory time earned: All compensatory time credited during a fiscal year and not paid for must be liquidated by the end of the following fiscal year or it will be lost.

In the course of the hearings, the City withdrew Demands 2 and 3, leaving only Demand 1 for consideration by the Panel.

Responsibility of Panel Members

As is customary, the Chairman has written this Opinion on behalf of the Panel, and he alone is responsible for the choice of words found herein. However, the Panel has held a number of executive sessions, and each issue has been thoroughly discussed by the three members of the Panel. With regard to each issue covered by the formal Orders herein, at least one other member of the Panel is in agreement with the Chairman concerning the result reached. Professor Kelman wishes to record his partial dissent on Issue No. 6, Shift Premium Adjustment, insofar as no contingent parity clause is provided in the current disposition. Dr. Hyman wishes to record his concurrence with the results reached on the following issues: No. 1, Maintenance of Conditions; No. 5, Overtime Pay; No. 6, Shift Premium Adjustment; No. 7, Longevity Adjustment; No. 12, Increase in Fire Sergeant Classification; and No. 14, Furlough Adjustments. Dr. Hyman also wishes to record his dissent, for the reasons stated in the attached Dissenting Opinion, on the following issues: No. 2, Wage Increase; No. 3, Reduction of Hours; No. 4, Cost of Living; No. 8, Food Allowance; No. 9, Holiday Overtime; No. 10, Swing Holiday; No. 11, 3 Years Full Pay; and No. 13, Uniform Cleaning Allowance.

Both parties presented substantial amounts of testimony, evidence and argument that will not be discussed in this Opinion. The entire record

has been considered with care by the Panel, and the executive sessions have covered a number of points that are not mentioned herein. In an effort to achieve relative brevity, the Chairman has undertaken to focus the discussion on the most pertinent and persuasive considerations in this case.

Factual Background

This proceeding is the fourth in a series involving the City of Detroit, its Police Officers (represented by the Detroit Police Officers Association, or DPOA) and its Fire Fighters. Each of the three preceding arbitrations has some bearing on the present case and must be briefly summarized. The first proceeding in this series occurred in 1967-68, on the basis of a mediated agreement between the then-incumbent Mayor, Jerome P. Cavanagh, and the President of DPOA, Carl Parsell. The members of that "Dispute Panel," as it was called, were Russell A. Smith, chairman; R. W. Haughton, and the present writer. The conclusions of this Panel were expressed as "recommendations," but the Mayor and the DPOA President had previously bound themselves "to do all in their power to put the panel's recommendations into effect as promptly as possible," and the recommendations were in fact followed, with some minor exceptions. One of these exceptions related to the wage issue. The most significant "recommendation" of this Panel was for an increase in the annual salary of top-rate Patrolmen from $8,335 to $10,000, effective March 1, 1968 and continuing unchanged until June 30, 1969; the parties agreed to postpone the effective date of this increase to July 1, 1968, and to increase the salary figure to $10,300 for

the fiscal year beginning that date.

The next proceeding was conducted under the provisions of Act 312, which became effective on October 1, 1969. Again the parties were the City and DPOA. The Arbitration Panel included William Haber, Chairman; Richard Strichartz, City Delegate; and Jack Wood, DPOA Delegate. The most significant aspect of the Award of this Panel (dated July 1, 1970) provided an increase of 11.1% in the top-rate Patrolman salary, to $12,000, and for increases of 6% in the rates for first- through fourth-year Patrolmen, all effective July 1, 1970, and continuing until June 30, 1971.

The third proceeding, also under Act 312, involved the City and the Detroit Fire Fighters Association. The members of the Arbitration Panel were Harry H. Platt, Chairman; Dr. Allen A. Hyman, City Delegate; and Prof. Joseph P. O'Donnell, DFFA Delegate. The primary issue in this case was the request of the DFFA for the continuation of parity in the pay and benefits of Policemen and Fire Fighters. The City opposed this request. In a decision issued on January 4, 1971, the Panel supported the continuation of the parity principle, but delayed its full application because of the City's financial problems. The Panel awarded a 6% pay increase to Fire Fighters at all pay levels effective July 1, 1970, and a further increase to $12,000 for the top-rate Fire Fighters effective January 1, 1971. Thus, full parity was established after a lag of six months.

There is still another arbitration proceeding under Act 312 which is presently scheduled to begin later in December (1971), and which involves the City of Detroit and the DPOA. At issue will be pay rates and other benefits for Patrolmen for fiscal year 1971-72.

A considerable amount of useful background information, including descriptions of the prior relations between the City and the DFFA, the organization of the Detroit Fire Department, and the duties and changing nature of the Fire Fighter's job in Detroit was admirably summarized in the Platt Panel decision mentioned above. That decision is a part of the record in this case (Union Exhibit 30), and it seems unnecessary to duplicate its background summary here. Instead, we proceed directly to the issues that are in dispute.

The Issues In General

Act 312 includes a comprehensive statement of the standards to be followed by an Arbitration Panel in deciding the issues submitted to it. Sections 9 and 10 provide as follows:

> Sec. 9. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
>
> (a) The lawful authority of the employer.
>
> (b) Stipulations of the parties.
>
> (c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
>
> (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
>
> (i) In public employment in comparable communities.
>
> (ii) In private employment in comparable communities.
>
> (e) The average consumer prices for goods and services, commonly known as the cost of living.
>
> (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
>
> (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Sec. 10. A majority decision of the arbitration panel, if supported by competent, material and substantial evidence on the whole record, shall be final and binding upon the parties, and may be enforced, at the instance of either party or of the arbitration panel in the circuit court for the county in which the dispute arose or in which a majority of the affected employees reside. The commencement of a new municipal fiscal year after the initiation of arbitration procedures under this act, but before the arbitration decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or authority of the arbitration panel or its decision. Increases in rates of compensation awarded by the arbitration panel under section 10 may be effective only at the start of the fiscal year next commencing after the date of the arbitration award. If a new fiscal year has commenced since the initiation of arbitration procedures under this act, the foregoing limitation shall be inapplicable, and such awarded increases may be retroactive to the commencement of such fiscal year any other statute or charter provisions to the contrary notwithstanding. At any time the parties, by stipulation, may amend or modify an award of arbitration.

Arbitration Panels under this Act have repeatedly emphasized that the foregoing standards are intended to be governing in particular cases only "as applicable" under the circumstances of the case. Not all of the standards are to be given equal weight in all cases; indeed, in some cases, particular standards will have no applicability. In the present case, for example, both parties agree that there is no dispute concerning "The lawful authority of the employer," and that this standard has no pertinence in this case. With regard to the remaining standards, this Panel has conscientiously endeavored to give due consideration to each of them, to the extent that they appear to be relevant and to the extent that the record made by the parties permits such consideration. However, this decision will not discuss at length the applicability of each of the foregoing standards to each of the issues to be decided. Only the crucial factors leading to each conclusion

will be discussed.

The "Ability to Pay" Question

A substantial part of the testimony, exhibits and arguments in this case relate to the City's financial problems and its ability, or inability, to pay for the wages and certain of the benefits requested by the DFFA. Let it be clear from the outset that all three members of this Panel recognize that Detroit, like virtually all other large urban centers in the nation, does indeed have financial problems of very large dimensions. The estimated deficit in Detroit's budget for the fiscal year ended on June 30, 1971, was approximately $20,000,000. The projected deficit for the current fiscal year is approximately $26,000,000. All of the taxes that the City is presently permitted to levy are at their respective legal maximums. Some revenues that were anticipated when the budget was adopted are likely to fall considerably short of the estimates because of continued sluggishness in the state and national economies, and some costs have risen more than was anticipated.

The City Controller pointed out to this Panel that even though the City has faced large deficits in earlier years, the current situation is much more serious; the City has really reached "the end of the line," so to speak, because there are no new and untapped revenue sources which could be made available by simple legislative authorization. All of the kinds of taxes that could produce substantial revenues are already in effect, and the authorization of higher rates--for example, on income or on real estate--would in all likelihood accelerate the already alarming

migration of the more prosperous citizens and business firms to the suburbs. Detroit, like most other large cities, looks to the state government for aid; and, in the current fiscal year, the state did embark upon a form of revenue sharing that yielded Detroit approximately $20,000,000. But the state is also in some financial difficulties because of the sluggish economy. The Controller looks upon federal revenue sharing as the only feasible solution for the urban fiscal crisis; but, of course, the prospects for approval of such a program by the Congress are uncertain.

The City has resorted to a variety of "austerity" measures to alleviate to some degree the shortage of funds. Some City services have been curtailed or completely eliminated--for example, weights and measures inspections and public comfort stations. Numbers of beds have been temporarily removed from service at Detroit General Hospital. Personnel hiring in a number of programs has been greatly reduced, and hundreds of vacant positions have been left unfilled to save money. Substantial numbers of City employees have been laid off. Despite these and many similar efforts, the fiscal problems of the City have grown even more serious. In consequence, this Panel was told, City officials have prepared a "Disaster Plan" which would involve large-scale layoffs of City employees and curtailments of City services far more drastic than any yet undertaken. The Panel was not told the details of this "Disaster Plan." However, the City Controller stated his view that the plan would have to be placed into effect, at least on a partial basis, as early as January, 1972, unless there was a marked improvement in the financial prospects of the City before that time (his testimony was presented in mid-October). The City of Detroit is obviously

not "bankrupt," in the sense of being unable to meet its financial obligations; nevertheless, its present financial situation is quite unsatisfactory and the outlook is not at all encouraging.

We must now consider the bearing of this unhappy fiscal situation on "...the financial ability of the unit of government to meet those costs," to use the language of Act 312 (Sec. 9 [c]). At times in the course of our hearings, the City stated or implied that, because of its financial situation, a showing that this or that DFFA demand would cost substantial amounts of money constituted, by itself, a completely sufficient basis for denying the demand. To accept that view would be to give preclusive weight to this single factor. Such weighting would be inconsistent with the practice in collective bargaining generally, with the manifest intent of Act 312, and with Detroit's own dealings with its other employees in the current fiscal year.

As already noted, three arbitrations involving Detroit and its Police Officers or Fire Fighters have preceded this one. In each of these proceedings, the City has presented convincing evidence of acute financial difficulties. In none of the awards, however, were these difficulties made the sole basis for a complete denial of all demands that would cost money. It is quite true, of course, that some items in some of the awards were denied or trimmed down or otherwise adjusted to reduce their cost impact on the City treasury; but that is another matter, which will be discussed shortly. With regard to the intent of Act 312, it should first be noted that Section 9(c) conjoins the "financial ability" factor with another, which is "The interests and welfare of the public." And the same

Section enumerates a substantial number of other factors. If the Legislature had intended that a showing that the governmental unit was having serious financial difficulties should preclude consideration of any other factors, the language to express such an intent could easily have been written into Act 312. No such language appears in the Act, of course.

Perhaps the most significant consideration of all in determining the weight to be given to the ability to pay factor is what Detroit has already given, either through collective bargaining or by unilateral decision, to its other employees for the current fiscal year. The relevant details of the "package" of wage and fringe improvements will be set forth at later points; but the City estimates that the total tax cost of this package is $10,790,000 (Union Exhibit 68). In other words, more than 40% of the City's anticipated budget deficit for 1971-72 results from wage and benefit increases already granted to non-uniformed City employees (about 15,000 of them, including both union and non-union categories). Thus the City itself has recognized that its serious financial difficulties cannot properly be made the basis for denial of wage and benefit improvements that are otherwise fully justified. It seems possible that an effect of financial stringency was to hold the wage and benefit package to a somewhat lower level than might otherwise have been justified; certainly the package is considerably smaller than a great many that have been negotiated in private industry during calendar 1971. But it would clearly be unreasonable for this Arbitration Panel to give significantly greater weight to the City's financial difficulties than the City itself has given them in dealing with its other employees.

As informed persons generally recognize, wage-setting is far from an exact science. While practitioners in the field have developed some generally-observed ground rules in the use of comparisons and other data, there are no precise formulas which yield a single figure that is the only correct answer. Comparisons between cities are always difficult because of differences in expiration dates, differences in estimates of the cost and yield of various fringe benefits, and so on. Comparisons with counties, states and the federal government are even more difficult. And comparisons with private employment generally are the most difficult of all. Nevertheless, the experienced practitioner can evolve from a number of such comparisons--some of which will obviously be more persuasive than others--what this writer conceptualizes as a zone of reasonableness. This zone has a lower limit, below which most informed and reasonable persons would agree it would be unreasonable to go in the particular case; and it has an upper limit, which most informed and reasonable persons would agree it would be unreasonable to exceed. Within this zone of reasonableness, the ability-to-pay factor may properly exert an influence. How much influence is a matter that, once again, cannot be precisely quantified. But individual human judgment is constrained by the upper and lower limits of the zone of reasonableness. The application of these concepts to the particular facts of the present case will be undertaken in an ensuing section. First, however, another general issue affecting a number of the demands in this case must be considered.

The Parity Question

In General

The DFFA contends with great vigor that Police-Firemen parity is the one issue of overriding importance in this case. The City contends with equal vigor that parity is not an issue at all. These flatly contradictory contentions arise out of facts that are, oddly enough, largely undisputed. Among these undisputed facts are the following: Parity (i.e., exact equality) in salaries of Police Officers and Fire Fighters was established in the City of Detroit in 1907, and has been strictly observed ever since--unless the Platt Panel Award is considered to be a "break" in parity. The parity principle has also been observed in most fringe benefits, though not all; and coexisting with parity in pay and most benefits have been some major differences in number and patterns of hours of work for Police Officers and Fire Fighters.

In 1970, for the first time, the City challenged the principle of fire-police parity. It argued that parity had previously been followed only in the case of increases voluntarily granted by the City to Police Officers; that the Haber Panel Award, which greatly exceeded the City's offer to the DPOA, should not be regarded in the same light as a voluntarily-granted or collectively-bargained increase; and that the Fire Fighters should accept the City's original offer. The DFFA insisted that parity should be continued without modification. The resulting impasse was submitted to the Platt Panel, with the results already noted.

When the Platt Panel began its hearings on August 26, 1970, it had

before it the Opinion and Award of the Haber Panel, which had been issued on July 1, 1970. This year, the situation is different, and it is this difference which largely inspires the contradictory contentions of the parties in this proceeding. Both the DPOA and the DFFA initiated compulsory arbitration proceedings sometime prior to July 1, 1971, as is required by Act 312 if an award is to be retroactive to the beginning of the City's fiscal year. Although Act 312 prescribes time limits within which the successive steps of the arbitration proceeding are to be completed--appointment of delegates by the parties, agreement upon or appointment of a neutral chairman, the opening and closing of hearings, and the issuance of the Opinion and Award--the Act also provides that these time limits may be extended by the mutual agreement of the parties. And the City and DPOA have arranged that the hearings in their current dispute will not begin until late December, several weeks after the Opinion and Award in this case will have been issued. Hence, this Panel cannot know, before issuing its decision, what increases in pay and other benefits will be awarded to Police Officers for the same fiscal year (1971-72) with which this Panel is dealing.

The DFFA argues, in effect, that this switch in sequence is a device on which the City is relying in another effort to "break" parity. It is likely, the DFFA predicts, that--whatever is awarded to the Fire Fighters in this case--the City and the DPOA will thereafter agree upon something more and then cancel the scheduled arbitration. The City was unable to break parity when the issue was squarely joined on the merits before the Platt Panel, the DFFA says, but if the current maneuver succeeds, the

City will thereafter contend that parity has been abolished. The DFFA concludes that it is not only proper but essential for this Panel to forestall this development by providing that, if Police Officers are subsequently awarded pay and benefits in excess of those awarded by this Panel, then the pay and benefits of Fire Fighters shall be adjusted to match exactly those obtained by Police Officers, as is required by the principle of parity.

The City bases its contention on the proposition that parity cannot properly, or even legally, be awarded to the Fire Fighters when the pay and benefits of Police Officers for 1971-72 are not yet known. It is the duty of this Panel, the City argues, to render a decision that is just and reasonable based upon the evidence before it; and the Panel may not properly take into account evidence which is not yet in existence. Further, the City points out, the Act explicitly provides that the decision of the Panel shall be "final and binding," and any kind of award that was made subject to later adjustment on the basis of events that have not yet occurred would obviously lack finality. The City also argues that it would be an improper delegation of authority for this Panel to say, in effect, that the Panel in the DPOA case shall have the final word concerning the proper pay and benefits in the DFFA case. If the principle of parity has validity, the City says, then there is at least a possibility that the DPOA Panel will reach the same conclusions as the Panel in this case; and, the City concedes, parity achieved in that way would be proper and acceptable to it. The City concludes this line of argument by admonishing this Panel that the parity issue is not properly before it and that the

Panel would be exceeding its authority even to consider this issue.

The Propriety of Parity

The considered judgment of a majority of this Panel is that the City's arguments concerning the role of parity in this proceeding lack validity. The judgment rests in part on a consideration of the fundamental basis for police-fire salary parity, and in part on a consideration of the fundamental purposes of Act 312.

As already stated, the unanimous Platt Panel decision is part of the record before this Panel. That decision considered at length the arguments for and against parity in that case, and it reached the conclusion that parity was "entitled to such weight as to make it controlling." There is no need--indeed, we have not been provided with the evidentiary base--to replicate all of the detailed analysis of the Platt Panel on this issue. One of the members of the present Panel was a signer of the Platt Panel decision, and the other two members of the present Panel have read and reread that decision and have been impressed by its persuasive power. The City made no effort in the present proceeding to point out any errors of fact or logic in the Platt Panel decision. Neither has the City claimed that any pertinent circumstances have changed, with the sole exception of the reversed sequence of the DFFA and DPOA arbitrations this year. Nevertheless, the unusual role of the parity principle in this proceeding suggests the desirability of an independent judgment by this Panel concerning its continuing validity.

This Panel has before it, not only the Platt Panel decision, but

some 13 other arbitration awards and fact-finding reports dealing with police-fire parity. The DFFA attorney, who submitted them, stated that to the best of his knowledge the collection included all such awards and reports that had been issued, at least in recent years. All of them support the parity principle. Most of them stress certain common themes. There is a broad similarity if not identity in the physical and mental qualifications for fire and police jobs. Both jobs involve a substantial formal training period, followed by a kind of supervised apprenticeship period. Both involve exposure to grave hazards, and in terms of duty-connected deaths, serious injuries and permanent disabilities, the Fire Fighter's job appears to be the more hazardous. Both jobs subject incumbents to a kind of semi-military discipline. Both services are usually covered by a common pension system, which is markedly more generous than for other municipal employees. A multitude of state and local laws equate Police Officers and Fire Fighters for a great variety of purposes. Both jobs have become markedly more difficult and more hazardous in recent years, at least in large cities, because of developing patterns of harrassment and sniper attacks in ghetto areas. The work loads of both services have grown rapidly in recent years without corresponding increases in manpower. In all of these respects, the Detroit situation closely resembles that in other large cities. It would be fatuous, of course, to deny that there are any differences between the fire services and the police services; but the overwhelming consensus of the informed neutrals whose decisions and reports we have examined is that the similarities greatly overweigh the differences. There is nothing in the record before us to cast doubt on that conclusion.

The City has strongly emphasized one difference between these services which, upon analysis, appears to strengthen rather than to weaken the case for parity. The City points out that the voluntary resignation rate among Fire Fighters is by far the lowest for any substantial City employee group; this rate is also much lower than the voluntary resignation rate for Police Officers. Recruitment for the relatively small number of vacancies in the Fire Department has not been a problem, according to the testimony. The City seems to suggest that these facts establish that there is such a high degree of job satisfaction among Fire Fighters that no wage increase is needed to assure an adequate manpower supply. One rather obvious weakness in this argument is that the figures reflect the situation during a period when parity has been observed, and they do not necessarily indicate what might occur if parity were abandoned. But, in the judgment of this writer, the figures have a deeper significance. They emphasize a fact which is perhaps obvious when pointed out, but which seems to have gotten little attention up to now. That fact is that Fire Fighters find little or no demand for their highly-developed skills outside the City's service, while most other skilled City employees--including Police Officers--find a ready market for their skills in private industry. Very few private organizations maintain their own firefighting services, but a great many have their own guard and security forces. Therefore, dissatisfied Police Officers can find alternative uses for their specialized skills, while Fire Fighters, by and large, cannot.

Readily transferable skills are not necessarily "worth" more than skills which require equivalent training but are non-transferable. However,

the employees with the former usually find it much easier to induce their employer to pay them reasonable wages. When an employer tries to keep the wages of such employees at substandard levels for a substantial period of time, the labor market will create serious difficulties for him; he will find increasing numbers of his employees taking their transferable skills elsewhere, and he may not be able to replace them as rapidly as they are leaving him. This was precisely the situation that the Smith Panel of 1967-68 found in the Detroit Police Department. At that time, turnover was high and was expected to rise, while recruitment was producing inadequate numbers of replacements. This "manpower crisis," as the Panel termed it, was the primary basis for the wage increase of approximately 20% in one jump which that Panel recommended.

Employees with non-transferable skills cannot get such help from the labor market. If they leave the employer who is paying wages that by any reasonable standard are too low, they usually find that they must accept even lower wages in other lines of employment--for the obvious reason that they cannot find other employment in which they can make use of their training and experience. Economists have long been familiar with this kind of market situation, and have invented a name for it: monopsony, which means a market with only one buyer confronting many sellers. An employer who is in a monopsonistic position vis a vis a particular group of employees can, by pressing his advantage, keep their pay rates below a fair and proper level indefinitely. In the private sector, the strike weapon sometimes offsets the monopsony power of an employer. In fire services, routine use of the strike is hardly practical;

and fire-police pay parity has developed as a kind of empirical response to the monopsony power of the City. Fire Fighters insist (with impressive expert support) that their jobs are the substantial equivalents of Police Officer jobs for wage setting purposes, and the parity principle gives them the linkage to the labor market valuation process which the non-transferability of their skills denies them.

Understandably, most discussions of the parity issue are couched in simpler terms. Fire Fighter spokesmen emphasize that parity is vital to the "morale" of the Fire Fighters. City spokesmen complain that parity keeps Fire Fighter wages "artificially" high, and that without parity an adequate supply of Fire Fighters could be retained with lower wages. Deeper analysis reveals that such statements reflect only a part of the tip of the iceberg. Parity is a means for insuring that Fire Fighters receive wages that approximate a fair market valuation despite the fact that the non-transferability of the Fire Fighter's skills stands in the way of the normal, direct market valuation process. Viewed in this light, parity emerges as a rational wage-setting principle which leads to the "just and reasonable" results required by Act 312.

Contingent Parity

We turn now to the City's contention that this Panel cannot properly or legally award the Fire Fighters parity with a Police Officers' salary that has not yet been determined. The essence of this argument, as the Panel understands it, is that such an Award would lack finality. The judgment of a majority of the Panel is that this argument rests upon a

misconception of the fundamental purposes of Act 312 and that it ignores widely prevalent collective bargaining practices that are generally accepted as legal and proper.

This writer deems it appropriate to draw upon personal experience and observation in evaluating this argument. He served as a member of the Governor's Advisory Committee on Public Employment Relations which originally recommended the substance of Act 312, and he participated in consultations with the Governor and legislative leaders while this Act was under consideration in the State Legislature. He believes that the Act as finally passed embodies the fundamental objectives recommended by the Governor's Advisory Committee. The most important of those objectives was to provide a means other than the strike for the completion of the collective bargaining process in impasse situations. Arbitration was conceived as a process by which disputed issues could be settled on approximately the terms that would be reached by reasonable men bargaining to finality in the light of all the pertinent factors. This concept clearly influenced the wording of Section 9, which prescribes the "factors" to be considered by an Arbitration Panel. The first seven factors (subsections a through g) are all factors that would normally be considered in collective bargaining in either the public or the private sector. But, to drive home the point, the legislative draftsmen included a quite broad catch-all clause at the end (subsection h), as follows:

> "Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact finding, arbitration or otherwise between the parties, in the public service or in private employment."

Since the function of the Arbitration Panel is to complete the bargaining process for parties who have failed to do so themselves, it follows inescapably that the Panel must have the power to order any resolution of an issue that the parties themselves could properly and legally agree to. The point is so obvious that it is reasonable to presume that if the Legislature had intended to make a narrower grant of authority to the Arbitration Panel, it would have included language specifying limitations. No such language appears in the Act. On the contrary, Section 1 states that the provisions of the Act "shall be construed liberally."

What the DFFA requests in this case is a type of contingency clause, which would provide that the wage rates awarded to Fire Fighters in this case shall be subject to adjustment if different rates are subsequently set for Police Officers, either by arbitration or by bargaining. This kind of contingent adjustment clause is quite common in collective bargaining, both in the public sector and in the private sector. Examples abound; only a few can be described here.

One of the major points of argument by the City in the 1967 proceedings before the Smith Panel was that the Mayor had made a binding commitment to the DFFA that any salary increase awarded to DPOA members by the Smith Panel would be applied equally to DFFA members. It does not appear that this commitment was formally included in a collective bargaining agreement, but there was no doubt that both parties considered it binding; and it is a fact, of course, that the settlement finally reached with the DPOA following the Smith Panel Report was immediately and equally applied to DFFA members.

The City's current agreement with AFSCME, the representative of a large number of non-uniformed City employees, includes a cost-of-living clause. This clause specifies that, if the Consumer Price Index rises by a specified amount within a specified period, then the wage rates covered by the agreement will be adjusted by a specified amount. Obviously, when this clause was adopted, neither party could know what the future rises in the CPI would be; and neither party had any control over such rises. Wage rate adjustments were simply tied in advance to an unpredictable index. It is difficult to perceive any substantial difference in principle between this contingent adjustment clause and the one requested by the DFFA.

Detailed testimony before the Smith Panel and briefer testimony before this Panel reflect that the City has agreements with some groups of employees--building tradesmen and truck drivers are usual examples--under which their wage rates are determined by a formula based upon settlements by counterpart groups in the private sector. In this proceeding, the City has provided this Panel with a copy of an agreement which it has entered into with the Detroit Police Lieutenants' and Sergeants' Association as of November 5, 1971. This agreement fixes the salaries of Lieutenants and Sergeants as a percentage differential over "the maximum base salary of Patrolman," which of course has not yet been determined for the fiscal year 1971-72. The Lieutenants and Sergeants agreement runs for three years, and the contingent adjustment clause for salaries remains effective for that full period. Another clause of this agreement provides as follows:

> "The City agrees that all fringes and benefits granted to Patrolmen be granted to members of the Union insofar as they apply during the life of the agreement."

Another pertinent clause is the following:

> "The City and Union agree that this agreement represents the full economic contract for the three-year period beginning July 1, 1971."

This clause seems to be clear evidence that both parties believe that they have achieved "finality" in their agreement despite its inclusion of two major contingency adjustment clauses.

Many other governmental units include contingent adjustment clauses in their collective bargaining agreements. The Detroit Board of Education and the Detroit Federation of Teachers provide that Detroit teachers' salaries shall be based upon an average of the salaries in other specified school districts in the vicinity. A recent settlement between Port Huron and its Police Officers provided for an interim salary increase, to be adjusted later to the average level of police salaries in other specified communities (which had not settled at the time).

Contingent adjustment clauses are common in private sector bargaining as well. In the steel industry, many small firms agree in advance with the Steelworkers Union to give their own employees whatever wage and benefit package is later agreed upon in basic steel negotiations (between the largest companies and the Steelworkers), and in return such firms are exempted from any ensuing industry strike. In the maritime industry, which has multiple unions representing various classes of workers, there are numerous agreements which guarantee parity between specified groups of workers belonging to different unions. Under wage controls during the Korean War period, one of the major bases for approval of wage adjustments was a showing of what was called a "tandem" relationship--a formal

agreement or binding practice under which one firm or industry was committed to match exactly the wage and fringe adjustments negotiated in another firm or industry. During this writer's service as a Public Member of the National Wage Stabilization Board of that period, hundreds of wage adjustments were approved by that Board on the basis of such tandem relationships. The present Pay Board, according to press reports, has informally decided to follow the same general policy with regard to tandem relationships.

Many other examples could be cited. Surely by now, however, the basic point is established. It is an exceedingly widespread and accepted practice in collective bargaining--with the City of Detroit, with other public employers, with private employers--to include in the agreement clauses which provide for the adjustment of wages or salaries on the basis of future developments, either changes in the cost of living or other wage determinants or settlements in other bargaining relationships. There cannot be any serious question concerning the legal right of the City of Detroit to enter into such contingent adjustment agreements. Specifically, the City could obviously agree with the DFFA to include in a contract between them the clause which the DFFA requests this Panel to award. Act 312, interpreted in the light of its fundamental purposes, must be read as authorizing an Arbitration Panel to order the inclusion of any clause that the City could legally agree to accept. Therefore, the majority of this Panel sees no legal barrier to an award granting the contingent adjustment clause requested by the DFFA.

There remains the question of the justifiability of such a clause under the circumstances of this case. Legal questions aside, the City

argues that it would be irresponsible and an improper delegation of authority for this Panel to say that the City-DPOA Arbitration Panel shall determine the salaries of Fire Fighters. That greatly overstates the matter. This Panel obviously has the legal authority to set the Fire Fighter salary at a level which might turn out to be 10% more or 10% less than the Patrolman salary; it has the authority to say that the parity principle should be entirely ignored. The parity clause requested by the DFFA would obviously not confer upon the City-DPOA Arbitration Panel any such broad discretionary authority over Fire Fighter salaries. The Panel would be determining Fire Fighter salaries only in the same way and to the same extent that past collective bargaining settlements and arbitration awards involving the City and DPOA have determined Fire Fighter salaries. In other words, the City-DPOA Panel would simply be providing a crucial datum for the implementation of the DFFA agreement, just as the Bureau of Labor Statistics provides cost-of-living figures which are essential for the implementation of many other agreements.

The police-fire parity principle has a rational economic and equitable basis, in addition to having the force of more than sixty years of mutual, voluntary acceptance by the parties themselves. Last year, the Platt Panel concluded that the parity principle was properly regarded as the "controlling" factor in its case. Acceptance of the City's position in our case would mean that the same factor which was "controlling" last year would be entitled to no consideration at all this year--and without any change whatever in the justifiability of the parity principle. If this Panel followed that course, and if this year's reversed sequence of

settlements (either by arbitration or by bargaining) were maintained in the years ahead, then the parity principle--after having been emphatically supported on the merits--would have been nullified by evasion. As already noted, the City did not choose to articulate for us any disagreements that it might have with the parity analysis of the unanimous Platt Panel; but the City's continuing desire to "break" parity seems quite clear. The Mayor's budget proposed a 1971-72 pay increase for Fire Fighters in the amount of $110, or approximately 0.9% for the top-rated Fire Fighter, and $382, or approximately 3%, for the top-rated Patrolman. It is clear to the majority of this Panel that, if the parity principle is to be given the weight to which it is properly entitled in the determination of Fire Fighter salaries for 1971-72, the contingent adjustment clause requested by the DFFA must be granted.

As a kind of footnote, it must be pointed out that both parties appear to be in agreement that another kind of contingent adjustment clause should be included in this Panel's Award. Apparently any wage or fringe adjustments awarded in this proceeding will be subject to federal wage control regulations. Many of those regulations are couched in quite general language, and the Pay Board's intention to decide many specific issues on a case-by-case basis has been made clear. This Panel believes that the proper course for it to follow is to decide this case in accordance with the criteria specified in Act 312, and without any attempt to interpret and apply federal wage control regulations. However, the Award will obviously be subject to adjustment in compliance with an order or orders of the federal Pay Board, if that Board should decide to review the Award.

The Specific Issues

1. Maintenance of Existing Wages and Conditions

In the course of the hearings before this Panel, questioning of the parties indicated that there was no significant disagreement between them concerning Issue No. 1. The Panel requested, therefore, that the parties prepare a joint stipulation embodying the language which both deemed appropriate to cover the point involved. Instead of the requested joint stipulation, the Panel received from the DFFA attorney the following proposed language:

> "Economic benefits shall be maintained during 1971-72 at levels not less than those in effect in 1970-71."

The Panel has been informally advised that the City's attorney has no objection to this wording. Therefore, it is hereby made the Award of this Panel.

2. Wage Increase

Although the initial demand of the DFFA was for a maximum Fire Fighter salary of $14,788.80, subject to parity, the dollar figure was reduced to $14,000 in the course of the arbitration hearing. The City's offer as reflected in the Mayor's budget was an increase of $110, or 0.9%.

We must presume that the City intended that the $110 figure should be treated seriously. However, no testimony was adduced in support of it, unless the general testimony concerning the City's finances should be considered in that light. Indeed, no explanation of the basis for the

figure was brought forth until it was elicited from the City Controller on cross-examination. He stated that the City had initially offered the Fire Fighters a 6% increase for 1970-71 and that that another 6% increase would have been reasonable for the current fiscal year, but since they had already received an 11.1% increase under the Platt Panel Award, all that they had coming was the difference between 11.1% and 12%, or the 0.9% which the City offered.

The City made no effort to correlate this figure with the criteria set forth in Act 312. Neither did it undertake to demonstrate that the Platt Panel erred in awarding more than the City's offered 6% for last year (even if only for top-rated Fire Fighters, and only from January 1, 1971 to June 30, 1971 for them). Nor was there any attempt by the City to prove that the hypothetical 6% for the current fiscal year was justified by the Act's criteria. To put the matter candidly, it appears that we are asked to accept assertion as a substitute for proof. This we cannot do. We find no basis in the record before us for questioning the justifiability of either the Platt Panel or the Haber Panel salary Awards. And an increase of 0.9% for the Fire Fighters for 1971-72 is obviously inadequate. An increase of that size, which is a minor fraction of the increase in the cost of living during the relevant period, would impose on the Fire Fighters a substantial reduction in real wages. Even on the unprecedented two-year basis of calculation, Fire Fighters would end up with a much smaller increase in pay than any other significant group of City employees. The City has not given this Panel any reason or justification for such disparate treatment of Fire Fighters.

As will appear below, this Panel has considered with care the "comparables" submitted by both parties, as well as the other factors specified in Section 9 of Act 312. As already noted, the one comparison that has previously been recognized as being "entitled to such weight as to make it controlling"--the Patrolman salary figure for 1971-72--is not available, for the reason that the salary has not yet been determined. This Panel must therefore undertake the exercise of making a determination in the absence of the previously controlling determinant. The exercise is not pointless. In the course of our hearings, this Panel was made aware of the possibility, or perhaps likelihood, that the City would contest in court any Award which included a contingent parity clause. This Panel would not award such a clause if it saw any reasonable basis for doubting its legality. Nevertheless, it seems prudent to provide for the possibility--remote though it may seem--that a court might invalidate the contingent parity clause. If that happened, and if this Panel had not specified any other salary figure for Fire Fighters for 1971-72, then the effect might be to deny any salary increase at all for the current fiscal year. Therefore, the Panel will specify a salary figure which it deems reasonable on the basis of the record now before it, and will provide for the adjustment of that figure, if appropriate, on the basis of parity with the 1971-72 Patrolman salary when it is finally determined.

On the basis of the record now before it, then, this Panel finds that the most persuasive comparison of all of those suggested by the parties is with the pay adjustments which the City has already granted to the overwhelming majority of its employees, both union and non-union. We find that,

for at least the last twenty years, there has been a type of modified "tandem" relationship between police and fire salaries, on the one hand, and what are termed "General City" employees, on the other hand. Table I shows the relationship since 1951. In every year, the police and fire services received at least as much in salary adjustment as General City. Two of the years, it will be noted, were "no increase" years for both groups. Including those years, there were nine years in which the salary adjustments for General City and for police and fire services were identical. In the other eleven years, including the most recent three years, the police and fire adjustments were larger.

There are several reasons why the comparison with the 1971-72 General City pay adjustment is particularly appropriate in this proceeding. We have already discussed at length the City's precarious finances and the proper role of this factor in the wage determination process. We believe that it is entirely fair to presume that the City gave the weight which it deemed appropriate, reasonable and responsible to its financial condition when it agreed with AFSCME to provide the pay adjustments hereafter described for 1971-72. This presumption is further strengthened by the City's voluntary decision to extend the same pay adjustments to its unorganized employees. Surely it would be unreasonable for this Panel to give greater weight to the City's financial limitations than the City itself has given to these limitations.

The Panel has already stated that it will not attempt to apply current wage control policies in this case, in part because these policies are presently stated in the most general terms or even undefined. Nevertheless,

TABLE I

COMPARISON OF SALARY ADJUSTMENTS

YEAR	GENERAL CITY	POLICE AND FIRE SERVICES
1951	5%	5% plus $80.
1952	5%	5% plus $168.
1953	3.25%	3.25% plus $76
1954	2.5%	2.5%
1955	1.5%	1.5%
1956	2.5%	5%
1957	3%	3%
1958	No increase	No increase
1959	4%	4%
1960	2%	2%
1961	$84.	$84.
1962	2%	2%
1963	No increase	$150.
1964	2.5%	2.5% plus $323.
1965	3%	3% plus $125.
1966	$312.	$688.
1967	No increase	No increase
1968	.35¢ per hr. or $1200	$1965.
1969	17.5¢ per hour	$500.
1970	6%-7%	6% plus $552. (POLICE) 6% plus $552. (FIRE)* *Annual rate applicable 1/1/71-6/30/71

Source: Adapted from Union Exhibit 37

it does seem appropriate to note that in past periods of wage control (World War II and the Korean War), one clear basis for the approval of wage and salary adjustments was the correction of what were termed "intraplant inequities." In view of the relationships shown by Table I, the extension of the General City adjustment pattern to Fire Fighters is an obvious case of the correction of an intraplant inequity, as that term has been defined in the past. If the current Pay Board follows the clear precedents of the past, it should find no difficulty in approving this kind of adjustment for Fire Fighters.

The General City adjustment pattern provides for an increase of 4% effective July 1, 1971, and a further increase of 4% effective January 1, 1972. The General City "package" of wage and fringe benefits also includes a cost-of-living adjustment formula, as previously noted; but that is presented as a separate item in this proceeding and will be discussed at a later point. This Panel will award the Fire Fighters a 4% adjustment in all rates of pay retroactive to July 1, 1971 (the expiration date of the previous agreement), and a further adjustment of 4% in all rates of pay effective January 1, 1972, all subject, of course, to parity adjustment.

It is pertinent to note that some of the key wage comparisons outside the City itself could be interpreted to support a substantially larger pay increase than the foregoing. The Panel must agree with the City's contention that precise comparisons with other governmental units are at best difficult. Differences in expiration dates of contracts are common. Many of the units that might otherwise provide some basis for comparison are currently in negotiation or arbitration to determine pay rates that will be effective

during part or all of the months included in Detroit's 1971-72 fiscal year.

New York City provides an example. That city has been negotiating intermittently with its Fire Fighters and Police Officers for more than a year concerning the terms of agreements to replace those that expired on December 31, 1970. In the meantime, a court decision concerning an unusual combination of parity clauses in the expired agreements of these two groups with New York City has resulted in a substantial retroactive increase in the pay rates originally specified in the agreements. According to the information given this Panel (Union Exhibit 86), the rate currently being paid to Fire Fighters under the terms of the expired agreement in New York is $12,150 per year; at one point, tentative agreement had been reached on an increase of $2000 per year and a 28-month agreement, but the Fire Fighter membership rejected it. Despite the remaining uncertainties, it seems reasonably certain that a pay scale in excess of $14,000 per year for Fire Fighters in New York will be made effective sometime during the fiscal year with which this Panel is dealing.

The current rate in Chicago is $12,972, but it is scheduled to expire on December 31, 1971; and as the DFFA has pointed out, it is not unreasonable to anticipate that the new rate in Chicago, effective January 1, 1972, may approach the $14,000 level. The Los Angeles rate which was due to expire on June 30, 1971, was $12,588. A replacement rate had not yet been determined when our hearings closed, but of course any adjustment will build upon a base approximately $600 higher than the present Detroit rate. Of the nation's largest cities, only Philadelphia currently pays its Fire Fighters less than

the present Detroit rate. Philadelphia's rate for 1971-72 is $10,850.

Both parties have presented comparison data within the Detroit metropolitan area. The analysis of such data involves even greater difficulties than the major city data; the communities are much more numerous, the variety in expiration dates is greater, and a number of these communities also are currently in negotiation or arbitration for new rates. A few brief generalizations from this mass of data seem justified and relevant to the limited point being made here. First, most of these much smaller communities pay their Fire Fighters less than Detroit, but a surprising number pay more; and a significant number granted larger percentage increases for the current year than the percentages provided herein for Detroit. When direct, current, cash-benefit fringes are added into the comparisons, Detroit's ranking declines within this group, mainly because a number of them pay meal allowances, cleaning or uniform allowances, and larger longevity allowances than Detroit.

The point of this somewhat abbreviated analysis of other relevant comparisons is that the upper limit of the "range of reasonableness" in this case (as described in a preceding section) is well above the specific figures awarded herein. We risk belaboring the obvious by reiterating that the figures which we award reflect the City's own judgement concerning the proper relative weight to be given the factor of financial difficulties. We recognize the judgment concerning this factor by the projected City-DPOA Arbitration Panel might reasonably be different. Furthermore, that Panel will undoubtedly have before it a number of pertinent settlements and awards not now available. We also reiterate the point which is fundamental

to this entire proceeding: The record before us is necessarily incomplete; we lack the Patrolman's salary for 1971-72; if we had that figure, we believe that it would properly be given "controlling weight" by us. Even our incomplete record would support a substantially higher Award than we are rendering, with a different weighting assigned to the City's financial problems. We see literally no possibility that the Award of the City-DPOA Arbitration Panel (who, it must be presumed, will be reasonable men) will exceed the upper limit of the range of reasonableness that is established even by our incomplete record.

3. Reduction of Hours

The DFFA request is for a phased reduction of hours, from the present 56 to 53.2, then to 52, and finally to 50.4 by June 30, 1972. The reductions would be in average hours per week, and would be accomplished by inserting the requisite number of extra leave days into a scheduling cycle extending over a number of weeks. The basic work pattern of 24 hours on duty followed by at least 24 hours off would continue without change under the proposal. The proposed dates for the three phases of the reduction are July 1, 1971, January 1, 1972, and June 30, 1972. Since the time within which the first phase was proposed to be in effect is now almost over, the DFFA proposes a cash payment or compensatory time off for the missed leave days.

The DFFA points out that earlier hours reductions have occurred in 1940, when the average was reduced from 84 hours to 72; in 1947, from 72 hours to 63; and in 1957, from 63 hours to 56. The DFFA claims that there is a nation-wide trend toward the reduction of average weekly hours

in the fire services, particularly in the larger cities. According to a recent survey, the United States average for paid Fire Fighters is 49.1 hours per man per week (Union Exhibit 63). Although the 56-hour or longer work week is still prevalent in smaller cities, in the largest cities the following average work weeks are in effect: New York, 40 hours; Philadelphia, 47.5 hours; Chicago, 46.9 hours. Of the five cities (other than Detroit) with more than a million population, only Los Angeles and Houston still observe the 56-hour week. And many cities just below a million population have the shorter work week: Baltimore, 48; Washington, 48: Cleveland, 48; Milwaukee, 54.6; and San Francisco, 48.7. The Union concedes that the 56-hour week is prevalent throughout Michigan, but argues that this is so only because Detroit has always been regarded as the pace-setter. The DFFA insists that equity requires that the hours of work for Fire Fighters be brought closer to the national pattern of 40 for the overwhelming majority of workers.

The City emphasizes that some large cities still have the 56-hour schedule, and that this is the norm for fire services in Michigan. The City's principal emphasis, however, is on its estimate of the cost of the requested reduction in hours. The City bases this estimate on the assumption that hour-for-hour replacement of off-duty Fire Fighters would be essential. On this basis, the City estimates that the cost in the current fiscal year would be slightly more than $2.4 million, and that the full-year cost would be $4.2 million--without taking into account any wage and fringe improvements awarded in this proceeding.

The Platt Panel had before it a DFFA request which was broadly similar,

except for the fact that the reduction in hours was proposed to be accomplished in a single step. That Panel expressed some receptiveness to the request, but denied it on the ground of excessive costs. The Panel did suggest to the parties that they jointly explore ways and means to "convert manpower savings due to improved procedures into work day and work week reductions." This Panel is informed that nothing came of this approach; apparently a total of one meeting was held on this matter.

The Platt Panel remarked on the "lack of evidence [before it] indicating how any hours reduction can be accomplished without considerable cost to the City..." The record before this Panel is different, at least in our reading of it. Union Exhibit 62 shows the budgeted manpower in the Fire Fighting Division of the Detroit Fire Department for three three-year periods: 1939, 1940, and 1941; 1946, 1947, and 1948; and 1956, 1957, and 1958. The middle year in each of these groupings is, of course, one in which a substantial reduction in hours was accomplished. In none of the three instances was there any increase in budgeted manpower in the year following an hours reduction. Only in 1948 was there a significant increase in budgeted manpower in the year following an hours reduction; we cannot determine from the exhibit or the testimony whether or not this increase had any relationship to the hours reduction of the preceding year.

There was also testimony that there had been some increase in actual manpower in anticipation of the hours reduction in 1957. A subsequent Union exhibit (No. 74) shows the details of actual manpower changes in the relevant period. A total of 48 men were added on July 1; one on August 13; 37 on September 9; and 36 on November 18 (all in 1957). However, 36 men were laid off on February 1, 1958, leaving a net increase of only 86 men following

a larger reduction of hours than is requested here. And the record is far from clear concerning how much of that 1957 increase was properly attributable to hours reduction.

A Union witness testified that, prior to the 1957 hours reduction, City officials had declared that 285 additional men would have to be hired because of the hours reduction.

This Panel has still another kind of evidence before it, in City Exhibit 19, which shows what is termed the "Company Fire Service Record" for 1970. It shows, by the various types of Companies, the numbers of runs, hours actually in fire service, miles traveled, feet of hose stretched, and feet of ladders raised. The most striking aspect of these figures is the remarkable difference in apparent work loads between Companies. The number of runs, for example, varies from 174 to 3,155 for Engine and Ladder Companies, and hose stretched varies from 100 feet to 107,250 feet for the Engine Companies. This exhibit on its face appears to show an extremely uneven distribution of the workload of the Fire Department; and such unevenness of work load usually implies inefficient use of manpower.

The City's estimates of the costs of hours reduction are, as previously noted, based upon the assumption of hour-for-hour replacement, and on this basis an additional 225 men would be needed for the first full year of the reduced schedule. But, as on some other matters, the City offered us only assertion without proof of any kind in support of this assumption. On the basis of the record now before us, the City's assumption is obviously untenable.

In its first executive session, this Panel quickly developed a consensus on several points concerning reduction of hours. One was, as just stated, that the record did not support the City's cost estimate. Another was that the mode and pattern of hours reduction proposed by the DFFA might not be the optimum solution, and that further exploration of other alternatives was highly desirable and in the best interests of both parties as well as the citizenry of Detroit. The Panel was particularly concerned that so little attention appeared to have been given to earlier experiences with hours reduction in Detroit and to the ways in which large additions to manpower had been avoided. The Panel tentatively agreed upon a procedure of joint study by representatives of both parties of prior Detroit experience and relevant experience elsewhere, with the objective of reaching a common plan, or, failing that, specific porposals which would, if necessary, be submitted for neutral resolution of differences--all with the purpose of achieving the optimum balance between the three objectives of reasonable hours reduction, minimum cost, and no significant reduction in service.

Upon reflection, however, the question arose whether it was sound to impose on these parties a solution quite different from what they had discussed on the record, unless they had had a chance to offer their reactions for the record before the Panel reached a final conclusion. Therefore, to obviate this possible unfairness, the Panel Chairman notified the parties that one further day of hearings would be scheduled--on a date, incidentally, that the parties themselves had previously agreed

to schedule. The DFFA acknowledged the notice and confirmed its attendance at the hearings. The City, without explanation, refused to participate. The Chairman, after explaining that the foregoing consideration was the major reason for scheduling a day of further hearings, requested the City to reconsider. The City reaffirmed, without explanation, its earlier refusal to participate. The City's representative urged, however, that "informal, off-the-record" consultations be undertaken. The Panel still hoped for some measure of voluntary cooperation from the City in this matter which so greatly affects the public interest. Therefore, the Panel decided to communicate informally with an appropriate official of the City of Detroit. This official agreed to accept without challenge the procedure proposed by the Panel to settle the reduction of hours issue. The DFFA also agreed to accept it. Within a few days, however, the City official sent word to the Panel that he was withdrawing his acceptance of the procedure. No explanation was offered.

This remarkable series of developments is regretfully recorded here for what the majority of this Panel regards as a compelling reason. All three Panel members were in agreement at the outset that a substantial hours reduction for Fire Fighters could be achieved without major cost increases and without significant reductions in service, if the parties would undertake in good faith the procedure that we visualized. The City's inexplicable course of conduct while we had this matter under consideration forces us to conclude that any procedure for achieving reduction of hours which depends on good-faith cooperation from the City of Detroit has no

chance of success at this time.

This leaves us with a hard choice. On the one hand, we must recognize that hours reduction can be quite costly, if the City chooses the route of full replacement of manpower with no effort to eliminate the manifest inefficiencies in the present deployment of manpower in the Fire Department. On the other hand, we must also recognize that it would be grossly unfair for us to accept the City's refusals of cooperation as a reason for denying the request of the Fire Fighters for a reduction of hours, if that request is otherwise meritorious--and the evidence before us constrains us to conclude that the request is indeed meritorious. Given this choice, we must be guided by the mandate of Act 312 that our order "shall be just and reasonable...". We shall order a reduction of hours. Despite what has gone before, we hold to the belief that the City, when confronted with such an order and a deadline for action, will accept its responsibility to carry it out in a manner that will best serve the public interest and welfare.

On the basis of the formal record before us, then, we make the following findings: By comparison with the overwhelming majority of American working people and with a majority of cities of comparable size, Detroit Fire Fighters have an unjustifiably long work week. The City has offered no proof in support of its assumption that hour-for-hour replacement of Fire Fighters would be essential; therefore, there is no valid basis for its cost estimates. The past history of hours reductions in the Detroit Fire Department, insofar as it was made available to this

Panel, shows that such past reductions have been achieved with only nominal or no manpower increases; and City-supplied work load distribution data suggest on their face major inefficiencies in the present use of manpower in the Detroit Fire Department. These facts lead us to the conclusion that the cost of hours reduction to the City of Detroit need not be high and will not be high if the City will accept the responsibility to offset the hours reduction by more efficient deployment of available manpower.

The Panel does not believe that the DFFA has justified its request for "retroactive" hours reduction, in the form of cash payments or compensatory time for "missed" leave days. Neither is the Panel persuaded that there would be any significant advantage to either party from a "phased" reduction of hours. We recognize the need for lead-time for planning. We recognize also that some of the details involved in achieving the transition to a shorter work week may properly be made the subject of bargaining under the requirements of the Public Employment Relations Act. Therefore, we will direct the City to present to the proper representatives of the DFFA no later than March 1, 1972, a detailed plan for achieving a reduction of the average work week for Fire Fighters to no more than 50.4 hours no later than June 1, 1972. Upon request, the City shall bargain with the DFFA concerning the effects of the plan on the working conditions of Fire Fighters. However, the ordered reduction of hours shall not be delayed beyond June 1, 1972, except by mutual agreement.

4. Cost of Living Allowance

The General City wage and fringe benefit package for 1971-72 includes a provision for a cost of living adjustment, related to the Consumer Price Index of the Bureau of Labor Statistics for the Detroit Metropolitan area. The General City provision includes a maximum, or "cap," which the allowance cannot exceed in a given year. The Fire Fighters request the same provision, but with a somewhat revised basis of calculation (hours worked per quarter) that would yield substantially larger payments to the Fire Fighters.

The Cost-of-living clause is most commonly found in long-term agreements, and indeed the new City-AFSCME agreement is for a term of three years. This agreement provides for smaller anniversary wage increases in the second and third years than in the first year, also a common characteristic of long-term agreements with the cost-of-living clause. Thus the Fire Fighters in this instance are asking for the benefit without offering the quid pro quo. On the basis of the record before us, we cannot see that the request is justified. Obviously, an award or agreement providing such a clause to the DPOA in a one-year agreement would present a wholly different situation. That would then provide a compelling comparison; and for the reasons already set forth above, an identical award to the Fire Fighters would then be fully justified. We shall make this issue one of those subject to the contingent parity clause.

5. Overtime

The DFFA request is for time and one-half payment for hours worked over and above a man's normal work schedule. The essence of this arrangement was granted to Police Officers by the Haber Panel. The Platt Panel denied the request of the DFFA for comparable treatment on the ground that overtime work was extremely rare in the Detroit Fire Department and that it was going to be eliminated shortly in the one operation in which it had been common (the fire boat). The DFFA presented testimony to this Panel to the effect that that situation had not changed and was not likely to be changed, and it urged that the claim for equal treatment of Fire Fighters on overtime was entirely valid. The City's major objection to the overtime premium request was based on the alleged cost of about $28,000 per year; but it became clear at the hearings that the City had misunderstood what activities the DFFA had proposed to cover by the overtime premium, and a recalculation of cost produced an estimate of $7,000 per year. The request is granted.

6. Shift Premium

The DFFA requests a doubling of the present shift premiums of 10¢ per hour for afternoon shifts and 15¢ per hour for night shifts. The request grows out of recent (but somewhat smaller) increases in shift premiums for General City employees. The City estimates that the cost of doubling these premiums would be $338,000 per year. The City requests

the elimination of shift premiums for Fire Fighters, for a saving of $338,000 per year, the argument being that all Fire Fighters work an equal number of afternoon and evening shifts in the course of a year and that the shift premium is illogical and unnecessary under the peculiar scheduling patterns for Fire Fighters.

The Panel concludes that judgment should be deferred on both of these requests pending the establishment of the new hours schedule that is ordered by this decision. There is more than one way to achieve the reduction that is ordered, and in some scheduling patterns shift premiums may be less logical than in others. Furthermore, if these parties should ever find it possible to bargain seriously with each other on this and other issues, they might achieve a constructive resolution of this particular conflict in the setting of a new schedule of hours. We believe that it would defeat the purpose of preserving some flexibility for future bargaining to make shift premiums subject to a contingent parity clause in this Award. The Panel denies both requests.

7. Longevity Adjustment

The present longevity payment plan provides for an increment of 2% of salary or $150 per year, whichever is less, after 11 years of service; and an increment of 4% of salary or $300 per year, whichever is less, after 16 years of service. The DFFA requests that the dollar maximums be eliminated and that a straight 2% and 4% be paid to Fire Fighters after 11 and 16 years of service. The basis for this request appears to

be a negotiated addition to the longevity plan in the City-AFSCME agreement. Effective July 1, 1973, a third step will be added for employees covered by that agreement, providing for a longevity payment of 6% or $450, whichever is less, after 21 years of service.

It appears that Fire Fighters, Police Officers and General City employees have been covered by the same longevity plan for a number of years. There are some fringe benefits that should logically be identical for all employees of a city, whether in uniform or not; and, in the judgment of this Panel, longevity payments are one such fringe. The Panel sees no merit in the change in longevity payments which DFFA proposes only for its own members, and any request for the same extra step that was granted in the AFSCME agreement is premature at this time since that provision does not become effective until mid-1973. The request is denied.

8. Food Allowance

The DFFA requests a food allowance of $3.30 per duty day for men in the Fire Fighting Division. The ultimate justification for this allowance, the Union concedes, is that it would be the counterpart of a "gun allowance" for Police Officers. Both "allowances" are simply slightly indirect, and perhaps euphemistic, ways to increase base pay for most men in the respective services. Detroit Police Officers do not presently receive a gun allowance, although such an allowance is rather commonly found in the smaller communities of the Detroit metropolitan area. The DPOA presented a request for a gun allowance to the Smith Panel in 1967, and that Panel denied the request on

the ground that all of the wage increases that were appropriate should be included in base pay. This Panel is not informed whether a gun allowance is on the list of DPOA demands to be submitted to arbitration for 1971-72. In the event that Detroit Police Officers were awarded a gun allowance for 1971-72, the parity principle would provide a compelling case for a food allowance to yield an equal amount on an annual basis. This is a contingent parity item.

9. Holiday Overtime

The DFFA requests triple time for holidays worked, instead of double time and one-half as at present. General City employees got the higher premium rate last year; neither Police Officers nor Fire Fighters received the higher premium under 1970-71 agreements, and this Panel is not informed concerning whether the DPOA is requesting this adjustment in the scheduled arbitration. Both Police Officers and Fire Fighters are in a position quite different from the great majority of General City employees. On most holidays, a full complement of both uniformed groups must be scheduled for duty and the payout on holiday premium is quite substantial; while most General City employees need not be scheduled on holidays, and the high premium rate is effective as a deterrent to such scheduling. This is another item concerning which the comparison with General City employees, standing alone, is inadequate justification; if the Police Officers were awarded this benefit, then of course it would be fully justified for Fire Fighters. This is another contingent parity item.

10. Swing Holiday

The DFFA requests an additional "swing" holiday, and offers as justification the fact that General City employees received one additional swing holiday for 1971-72. It seems appropriate that there should be uniformity across the board in the matter of holidays granted to City employees, especially "swing" holidays. A swing holiday was defined for this Panel at the hearings as one that could be scheduled for any day of the year at the mutual convenience of the employee and the department involved. We also learned, however, that another recently-awarded swing holiday was converted, in the Fire Department, into a fixed holiday (Easter Sunday). This conversion had the effect of providing holiday pay for all the Fire Fighters who were scheduled for work on that day in the normal course of scheduling. If the Fire Fighters wish to assert a claim to equal treatment with General City employees in the matter of swing holidays, that inequality should be remedied by converting the "fixed" holiday back to a swing holiday, as it is for other City employees. If that condition is met, and if Police Officers are granted the additional swing holiday, it should be awarded to Fire Fighters.

11. 3 Years Full Pay

The DFFA requests that the pay schedule for Fire Fighters be revised so that maximum pay is achieved after three full years of service rather than four, as at present. The request is that the spread between the entrance

salary and the top rate be divided into two equal steps, so that Step 4 would be the maximum rate. The Union cites the large number of communities in the metropolitan area with a shorter progression period than Detroit has. It also points out that the progression period in New York, Chicago and Los Angeles is 3 years and in Philadelphia only 2 years. The City objects to the demand primarily on the ground of cost, which it estimates at $137,969 at present pay rates.

Our reaction to this request is strongly influenced by two considerations. The first is that the starting rate for Fire Fighters, now at $8,480, is extremely low, compared even with the much smaller metropolitan area communities. Only one of these has a lower starting rate at present. The percentage increases awarded herein will do relatively little to correct this situation. The Panel has concluded that the relevant comparisons now available to us support the DFFA request for shorter progression. The Panel has also concluded that the desirable way to achieve this result is to eliminate the present first-year rate and to make the present second step the beginning rate, the present third step the second, and so on. As of the time of our hearings, only 67 men were receiving the beginning rate; they would be moved up to what is now the second step, at a fairly nominal cost to the City, and all others would progress through the remaining steps as presently scheduled.

The second consideration with regard to this request is, of course, the parity principle. Fire Fighters and Police Officers have had identical schedules of step increases; this has been regarded as an integral part of

the parity concept. The progression schedule for Fire Fighters should be changed only as and when the corresponding schedule for Police Officers is changed. Parity constrains us, therefore, to award the foregoing change subject to the same change being made for Police Officers. If there is no such change, or if a different kind of change is ordered or negotiated for Police Officers, this Award shall be vacated or modified accordingly.

12. Increase in Fire Sergeant Classification

The DFFA requests the creation of 91 additional Fire Sergeant positions. There are 91 such positions at present, and the DFFA points out that this number provides a Fire Sergeant for exactly half of the shifts that are worked. On the shifts that lack these positions, according to the testimony, the most senior Fire Fighter is assigned duties that are identical to those performed by the Sergeant on the opposing shift; but the Fire Fighter performing these duties is paid only his regular rate rather than the higher rate of Fire Sergeant. If this request were granted, the Union argues, no reassignment of duties would necessarily take place; the purpose is simply to provide proper payment for work presently being performed. The DFFA denies that the creation of Fire Sergeant positions should be regarded as an exclusive function of management; the City previously bargained with the DFFA on this matter, it claims.

The City argues, first, that this request relates to matters that are not negotiable--namely, staffing levels within particular classifications and the assignment of work. Without waiving that contention, the City also

contends, first, that the demand is relatively costly (approximately $100,000 per year); and second, that the problem described by the DFFA is actually non-existent, because when a Fire Fighter actually performs the work of a Fire Sergeant for 12 hours or more, he is paid at the higher rate. The City argues that the small dimensions of the claimed problem are indicated by the fact that it has been paying only about $7,000 a year for such out-of-classification assignments.

Analysis of the testimony and the exhibits reveals that the essence of the problem out of which this request grows is as follows: The official job description for Fire Sergeant emphasizes the element of command responsibility; thus, the Civil Service Commission description of "typical examples of work performed" includes this key phrase: "On an assigned shift, taking charge in the absence of the unit officer;..." The City applies this command responsibility criterion strictly in approving pay for "acting" as a Fire Sergeant, and in consequence such "acting" assignments are few in number. The testimony shows, however, that most of the men holding the permanent title of Fire Sergeant do not exercise command responsibility most of the time. They work under the direct observation and supervision and in the presence of the unit officer, doing paper work, passing along orders, and also performing many of the same duties as the rank-and-file Fire Fighter. The DFFA complaint is that the identical duties are assigned to the senior Fire Fighter on those shifts that lack a permanent Fire Sergeant; and the Fire Fighter performs those identical duties without receiving the higher rate.

It is a generally-accepted principle of industrial relations that management does have the right to determine the levels of manning of various classifications, in the absence of contractual commitments specifying otherwise. This management right may not properly be interpreted, however, to give management the quite different right to require the performance of the work of a higher-rated classification for the pay of a lower-rated classification. That, according to the testimony, is the situation here. It is quite true that the official statement of job duties for the Fire Sergeant makes the assumption of command responsibility the touchstone. But where there is a clear conflict between the paper descriptions and the actuality, the latter must prevail. Unchallenged testimony in this case shows that the man actually classified as Fire Sergeant on one shift, and the senior Fire Fighter on the opposing shift, are customarily and routinely assigned an identical combination of duties. The principle which must be applied here is that of equal pay for equal work. Of course the employer is free to change work assignments in order to achieve compliance with that principle; he may cease assigning Fire Sergeant duties to the senior Fire Fighter on the shift which lacks one, if he chooses to do so. But to the extent that the employer chooses to make identical assignments to one man on each shift, he must pay the higher (i.e., the Fire Sergeant) rate for the performance of those identical assignments. The Panel recognizes that there is some overlapping of the duties of Fire Fighter and Fire Sergeant; but it seems reasonably clear from the testimony that there are distinctive duties of the Fire Sergeant that are generally

recognized in practice, and it is the performance of these distinctive duties on a tour of duty, even if in combination with Fire Fighter duties, that the Panel is concerned with here. The Award on this issue will direct the City to apply to this situation the principle of equal pay for equal work.

13. Uniform Cleaning Allowance

The DFFA requests a cleaning allowance in the amount of $150 per year for all members of the bargaining unit. The job of Fire Fighter often involves emergency trips to fires in dress uniforms, the DFFA points out, and such uniforms are frequently soiled or damaged. The DFFA also relies upon the widespread payment of a cleaning or clothing allowance by smaller communities in the Detroit metropolitan area; almost all of them pay one or the other allowance, and most of them pay it in amounts larger than the $150 requested by the Union (Union Exhibit 72). The City estimates the cost of this request, if granted, at $263,400 per year. The City also argues that most if not all items of necessary clothing are provided to Fire Fighters at City expense; and that no other major group of City employees receives a cleaning allowance, although may others might demand it if it were granted to Fire Fighters.

In the judgment of the Panel, the requested cleaning allowance is quite similar in nature to the requested food allowance. While it is true that most smaller communities in the metropolitan area pay a clothing or cleaning allowance to their Fire Fighters, this appears to be a rather transparent

device for augmenting base pay. It seems more reasonable to us to put the money into salary. Once more, however, we are dealing with a type of payment that is properly subject to the parity principle. If an arbitration award or negotiated settlement should provide for this payment to Detroit Police Officers, then Detroit Fire Fighters could properly claim an identical payment. The contingent parity clause will apply to this item.

14. Furlough Adjustments

The DFFA requests liberalization of existing furlough provisions according to the following pattern: one additional tour of duty after 7 years of service, two additional after 14 years, three additional after 21 years, and four additional after 28 years. The DFFA argues that there is virutally universal recognition of the principle that vacation entitlement should increase as length of service increases, but all Fire Fighters receive the same furlough regardless of length of service. The City estimates the cost of this demand at $518,436 per year. It contends that the demand is unjustified, because the unique scheduling patterns under which Fire Fighters work give them opportunities for considerably longer sequences of days off than most other groups of City employees can arrange.

The Panel recognizes the force of the DFFA argument that vacation entitlement should increase with length of service, while also recognizing that this principle is not universally applied (it does not cover college

professors). The Panel also recognizes that furlough provisions for Detroit Fire Fighters have not been changed since 1918, which suggests that the time may be ripe for a fresh look at the matter. However, this Panel believes that this fresh look should not be undertaken at this point in time, on the eve of a major reduction in hours which may involve major changes in scheduling practices. This request should be deferred pending the formulation and execution of the plan for reduction of hours which is provided by this decision.

AWARDS AND ORDERS

1. Economic benefits shall be maintained during 1971-72 at levels not less than those in effect in 1970-71.

2. The salary rates of all members of the DFFA bargaining unit, as listed on Joint Exhibit 1 in this proceeding, shall be adjusted as of the following dates and by the following amounts:

   As of July 1, 1971: 4%
   As of January 1, 1972: 4%

   This award is subject to adjustment to maintain the historical fire-police parity relationship, as provided in No. 15 below.

3. The City of Detroit is directed to present to proper representatives of the DFFA no later than March 1, 1972 a detailed plan for achieving a reduction of the average work week for Fire Fighters to no more than 50.4 hours no later than June 1, 1972, and continuing thereafter. Upon request, the City shall bargain with the DFFA concerning the effects of the plan on the working conditions of Fire Fighters; provided, that the above-specified reduction in the average work week to 50.4 hours shall not be delayed beyond June 1, 1972, except by mutual agreement between the City and the DFFA.

4. The request for a cost of living allowance is denied, subject to the parity clause (No. 15 below).

5. Overtime work shall be paid for at the rate of time and one-half for all hours over the normal work week, effective as of July 1, 1971.

6. The DFFA request for an increase in shift premiums and the City request for the elimination of shift premiums are both denied.

7. The request for an adjustment in longevity pay is denied.

8. The request for a food allowance is denied, except that it shall be deemed the equivalent for Fire Fighters of a gun allowance for Police Officers and as such shall be subject to the parity clause (No. 15 below).

9. The request for an adjustment in holiday overtime premium is denied, subject to the parity clause (No. 15 below).

10. The request for an additional "swing" holiday is granted, provided the following conditions are met: first, that the "swing" holiday which is now treated as a fixed holiday by the Detroit Fire Department shall be made a true "swing" holiday as that term is generally understood; and second, that Detroit Police Officers are awarded a second "swing" holiday, either through arbitration or through negotiation.

11. The request for full pay after three years of service as a Fire Fighter is granted, subject to the following conditions: first, that the change in the compensation schedule be accomplished by eliminating the present starting rate and by hereafter using the present second-year rate as the starting rate and the present third-year rate as the second-year rate, and so on, with the achievement of maximum pay after three full years of service; and second, that the same adjustment be made hereafter, either through arbitration or negotiation, in the pay progression schedule of Detroit Police Officers, and the effective date of this adjustment for Fire Fighters shall be conformed to the effective date of the same adjustment for Police Officers. If some different change is made in the pay progression schedule of Detroit Police Officers, then the disposition of this issue shall be governed by the parity clause (No. 15 below).

12. The request for an increase in the number of Fire Sergeant positions as such is denied; provided, however, that any Fire Fighter who is assigned to perform duties that are substantially equivalent to the duties actually being performed by most Fire Sergeants shall be paid for the time so spent at the Fire Sergeant rate of pay.

13. The request for a uniform cleaning allowance is denied, subject to the parity clause (No. 15 below).

14. The request for furlough adjustments is denied.

15. In the event that there is established for 1971-72 by arbitration or negotiation or otherwise different compensation or cash benefits for noncivilian employees or officers of the Detroit Police Department than are here awarded, the following awards, as previously noted in each, shall be respectively adjusted to conform thereto so as to maintain the historical relationship, for all corresponding ranks, of fire-police parity: Awards No. 2, No. 4, No. 8, No. 9, No. 11, and No. 13.

16. In the event that any state or federal court or administrative agency makes a final determination that any of the foregoing Awards and Orders are invalid or must be modified, such invalidation or modification shall not affect any of the other Awards and Orders not invalidated or modified.

BY ORDER OF THE ARBITRATION PANEL:

Maurice Kelman

Maurice Kelman, DFFA Delegate
Concurring on all except Issue No. 6

Allen A. Hyman

Allen A. Hyman, City of Detroit Delegate
Concurring on Issue No. 1, 5, 6, 7, 12 and 14
Dissenting on Issue No. 2, 3, 4, 8, 9, 10, 11 and 13

Charles C. Killingsworth

Charles C. Killingsworth, Chairman

December 1, 1971