



The EMTs and Paramedics of Local 2507

Affiliated with District Council 37, American Federation of State, County & Municipal Employees, AFL-CIO
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FDNY

9 Metrotech Plaza

Brooklyn, NY 11201

Dear Commissioner:

I am writing to provide you with a copy of an Arbitration Award made against the New York City Fire Department. The arbitration concerned the Fire Department's practice of assigning "quota" or formula overtime to Fire Department electricians. The existence of this Award was discovered by your writer after he did independent research following the recent Labor-Management meeting in which FDNY refused to change the FDNY quota overtime procedures.

FDNY Electrician Somma objected to being forced to work overtime on a regular basis when there were volunteers available to cover the vacant shifts. The electrician did perform mandatory OT when it was what the Fire Department termed a "severe" emergency. This electrician wished to fulfill certain personal obligations and objected to being mandated to work OT because FDNY simply wanted to have the electrician OT equalized. Indeed, Electrician Somma correctly pointed out that FDNY was trying to equalize OT because FDNY wanted to "cover-up" the fact that FDNY was short of electricians.

Crucial to note is the fact that the arbitrator rejected FDNY's contention that FDNY could assign OT as it saw fit. The arbitrator also rejected FDNY's argument that the OT had to be equalized because of possible pension abuse because none was shown. [All EMS workers now have a cap on the OT portion of their pensions under NYS law as well.] Instead, the arbitrator ordered the counseling Mr. Somma received removed from his file. Further, Arbitrator Ross ordered FDNY not to assign OT based on a "mechanical formula."

FDNY has advanced these same arguments as Local 2507 members are now being **forced** to work large amounts of quota OT. Of course, just as the Arbitrator ruled, there is no true emergency that justifies the mandation of an EMS worker when there is a volunteer willing to cover the vacant EMS tour. FDNY has already lost the argument made in arbitration that FDNY could

assign quota OT as it saw fit. Instead FDNY was ordered to follow its own OT rules.

It is important to note that, in the EMS situation, FDNY has committed an Improper Practice against each and every member of the EMS service. While it is true that the Executive Boards of the EMS Locals reluctantly agreed to a 25% cash OT cap under intense City pressure last year, there was **no limit** placed on the amount of compensatory time that an EMS worker could perform.

However, this year FDNY **unilaterally** eliminated the unlimited compensatory provision of the agreement reached with the EMS Locals last year. As you know, any such unilateral change in the terms and conditions of employment is an Improper Practice under the Taylor law. This is especially so when it comes to employee compensation, which is a mandatory subject of bargaining under that law. Now, once an EMS employee reaches a cap of 25% of either cash or compensatory time, he/she is prevented from covering **any** vacant EMS tour for the remainder of the calendar year.

You should be advised that the impact of this FDNY Improper Practice on the membership of EMS Local 2507 has been devastating. The Local already has many reports of EMS "uncapped" members being forced to perform four 16 hours tours in a row. [Four regular eight hour tours plus four 8 hour mandations.] In a City with as many EMS calls as this one, these EMS professionals are likely to perform ten or more EMS calls per tour. Simply put, this short-sighted FDNY quota policy is quite literally pushing these mandated EMS crews beyond the limit of their physical endurance.

Worse, FDNY is **absolutely insensitive** to the fact that this quota OT policy is destroying the personal lives of the EMS workers. This is especially the case when it comes to the FDNY mandating EMS single parents to work OT even when they can **not** arrange for child care on short notice. EMS workers are already being put in the unbelievable position of being faced with the prospect of either FDNY insubordination charges or child neglect charges. Several of our members are already facing command disciplines because they could not quickly arrange for child-care for an extra tour. Your Department claims that it wishes to retain dedicated EMS professionals--but such outrageous FDNY policies are forcing these same EMS professionals to leave the service.

Please remember that the EMS/HHC OT policies that FDNY promised to honor had already struck a balance in this difficult area of modern life. The

EMS OT policies that FDNY trashed allowed other EMS **volunteers** to work vacant EMS tours up to a 50% cash OT limit. There was no limit on compensatory time that could be worked by an EMS employee either. This usually relieved the single parents and students that largely comprise the NYC EMS workforce from being forced to work OT on short notice.

Just as importantly, EMS/HHC would try to cooperate with their EMS workers in an attempt to cover the tours of say an injured member in advance. While I certainly agree that it is desirable to ask the entire EMS workforce to participate in the coverage of vacant tours, such cooperation can be expected when such matters as childcare and school are addressed by a flexible FDNY OT policy.

In the current quota OT situation, a capped EMS worker cannot even volunteer to cover a particular tour when a single parent is being mandated to work without child care being able to be arranged on short notice. Your writer has already recommended to the General Membership of Local 2507 that a capped volunteer grieve for the lost OT tour when FDNY mandates another EMS worker for OT under FDNY's already rejected quota OT policy.

FDNY could also relieve much of the OT pressure if FDNY stopped denying the EMS personnel shortage and upgraded the approximately one hundred already certified Paramedics working as EMTs in the EMS ranks. Such responsible personnel actions, coupled with back filling the EMT vacancies created by the upgrade, would go a long way to solving the current OT crisis.

Contrast the previous EMS/HHC OT flexibility with the current FDNY quota policy and I am sure that you can see that FDNY's quota policies must be changed forthwith. It merely states the obvious that FDNY is creating millions of dollars of potential liability for the City when it **forces** an exhausted EMS worker to perform four OT tours in a row when they are other "capped" EMS volunteers available to relieve that exhausted EMS worker. What if that exhausted EMS worker has an accident with the ambulance or is alleged to have committed malpractice on a call? The same case can be made for an EMS single parent who is being **pressured** under the regressive FDNY quota OT policy *to leave their young children unattended or face insubordination charges at work.*

While the views expressed in this letter do not necessarily reflect the views of the entire Local 2507 Executive Board, I feel that I have a duty as an Officer of this Local to speak out on this dangerous FDNY quota OT policy.

I respectfully urge you to immediately eliminate the FDNY quota OT policies. I also urge you to honor the commitment that FDNY made to the New York City Council when this merger took place--that FDNY would maintain the EMS/HHC contractual procedures. All your EMS workers, and indeed, all New Yorkers, would have a better functioning NYC EMS if these regressive FDNY policies were dropped at once.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard J. McAllan". The signature is written in black ink and is positioned above the printed name and title.

Richard J. McAllan
Member, Executive Board