

OFFICE OF COLLECTIVE BARGAINING  
BOARD OF COLLECTIVE BARGAINING

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In the Matter of the Impasse

Between

LOCAL 2507, DISTRICT COUNCIL 37, AFSCME,  
AFL-CIO,

Petitioner - Union

And

CITY OF NEW YORK and NEW YORK CITY HEALTH  
AND HOSPITALS CORPORATION, EMERGENCY MEDICAL  
SERVICES,

CASE NO. I-209-90  
REPORT AND DETERMINATION  
OF IMPASSE PANEL

Respondent - Employer

RE: IMPACT OF ADDITIONAL DUTY, i.e.  
DEFIBRILLATION OF PATIENTS IN CARDIAC ARREST,  
ON EMERGENCY MEDICAL TECHNICIANS

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BEFORE: DAVID N. STEIN, ESQ., IMPASSE PANEL

APPEARANCES:

FOR LOCAL 2507, DISTRICT COUNCIL 37: ROBERT PEREZ-WILSON,  
GENERAL COUNSEL, DISTRICT COUNCIL 37, BY: MARY O'CONNELL,  
ESQ., ASSISTANT GENERAL COUNSEL

FOR THE CITY OF NEW YORK: GAYLE GAVIN, ESQ., GENERAL COUNSEL,  
MAYOR'S OFFICE OF LABOR RELATIONS, BY: ROBIN ROMEO, ESQ.,  
DEPUTY GENERAL COUNSEL

FOR THE HEALTH & HOSPITALS CORPORATION: ELLEN GROSSMAN, ESQ.,  
LABOR COUNSEL, BY: PAMELA S. SILVERBLATT, ESQ., ASSOCIATE  
LABOR RELATIONS COUNSEL

TIME, DATES AND PLACE OF HEARING: 10:00 A.M., AUGUST 7 & 8, 1991,  
OFFICE OF COLLECTIVE BARGAINING, 40 RECTOR ST., NEW YORK, N.Y.

R E P O R T O F T H E I M P A S S E P A N E L

BACKGROUND

Commencing in April, 1989, the Emergency Medical Service (EMS) of the New York City Health and Hospital Corporation (Corporation) required all Emergency Medical Technicians (EMTs) in its employ to become certified as Emergency Medical Technicians - Defibrillation (EMTD) in addition to the certification already held by them as EMTs, Emergency Medical Technician - Basic (EMTB), which they had held as a condition of their employment.

By augmenting their requirements with the certification for

EMTD, EMS was qualifying the EMTs for a new responsibility which they had not previously performed: the operation of an advanced life saving device known as a semi-automatic external defibrillator (defibrillator). Subsequently, upon the successful completion of the training and certification as EMTDs, the EMTs were assigned to use the defibrillator.

Local 2507 of District Council 37, the representative of the EMTs (the Union) , requested that the Corporation and the Mayor's Office of Labor Relations (the City) , which represents the Corporation for purposes of collective bargaining, negotiate with it concerning the impact on the EMTs of the additional qualification and assignment discussed above. The parties were unable to reach agreement during their impact bargaining, and sought the aid of Mediator Alan R. Viani, Deputy Chairman of the office of Collective Bargaining (OCB). The parties met on six additional occasions, both with and without the mediator, but were still unable to reach agreement disposing of this dispute. On February 15, 1991, the Union filed a Request for Appointment of an Impasse Panel pursuant to the Consolidated Rules of the office and Board of Collective Bargaining.

Subsequently, I was notified of my designation as a single member Impasse Panel to resolve this dispute in accordance with Section 12-311c(3) (b) of the New York City Collective Bargaining Law (NYCCBL) which requires that I consider and apply the following standards in making a final determination on the issue(s) presented to me:

(i) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the impasse proceeding with the wages, hours, fringe benefits, characteristics of employment of other employees performing similar work and other employees generally in public or private employment in New York City or comparable communities;

(ii) the overall compensation paid to the employees involved in the impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;

(iii) changes in the average consumer prices for goods and services, commonly known as the cost of living;

(iv) the interest and welfare of the public;

(v) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits, and other working conditions in collective bargaining or in impasse panel proceedings.

Throughout the course of this proceeding, both the Union and the City/Corporation were represented by counsel, examined and cross-examined witnesses, submitted documentary evidence and presented argument in support of their respective positions. After the conclusion of the hearings, each party submitted briefs. Upon the record so produced, I find the following to be relevant.

#### POSITIONS OF THE PARTIES THE UNION'S POSITION

The Union seeks an annual differential of \$2500.00 for each EMT upon receipt of certification as an EMTD. Since there are some 1800 EMTs in the bargaining unit, the Union calculates the total cost of its proposal as \$4.84 million.

The Union maintains that a comparison of the performance of

EMTD with the performance of similar skills by other employees warrants adoption of its proposal.

The Union professes that the State of New York, by requiring a separate and additional certification for EMTD, issued only after additional training and the successful completion of an examination, has recognized the significance of this new duty. Moreover, the Union reasons, the above constitutes proof that the State perceived that the duty to administer defibrillation is itself above and beyond the preexisting duties of an EMT.

The Union agrees that emergency response providers in other jurisdictions have not incorporated EMTD as part of the EMT job responsibilities. The Union infers from this that the skill of administering defibrillation is not commonly considered part of the job duties of an EMT.

The Union charges that the Corporation itself, in recognition of the validity of the Union's position, contemplated recognizing the additional level of skill required of an EMTD with some increment of pay above the basic EMT rate (Union Ex. 6). The Union stresses that the Corporation's proposal went so far as to compel it to rewrite the job description of the EMT title series. While, the Union notes the City may have vetoed the Corporation's proposal, the Union reasons that as the EMT series is unique to the Corporation, the Corporation was in a superior position to evaluate whether the performance of the EMTD skill justified additional pay.

The Union cites examples of the longstanding practice of these parties to collectively negotiate the payment of differentials to groups of employees when they perform an additional skill or operate

specialized equipment which is not within the scope of their normal duties. The examples referred to by the Union include EMS employees who operate sophisticated dispatching and radio equipment or who drive a MERV Van. The Union also points to mortuary technicians who are paid a differential for the removal of skull caps.

The Union concludes that the EMTs are in a similar position to the employees in the titles it cites above with respect to an entitlement to a differential. The EMTs experience increased stress due to the introduction of the EMTD as the performance of the EMTD skill is both difficult and dangerous, the Union asserts, pointing to the testimony of its President, Dennis Gutwirth.

The Union points to the specific tasks an EMT performing EMTD must undertake, according to Mr. Gutwirth's testimony: ensuring that the patient is not wearing a nitroglycerine patch, determining whether a pulse is present, checking for the presence of water in the area and assuring the safekeeping and maintenance of the defibrillator. The failure to observe the above, Gutwirth indicated, could kill the patient, shock the patient or EMTs and expose the EMT to discipline.

If the EMT decides to withhold defibrillation, the defibrillator fails or the patient does not respond, the Union points out that the EMT is subjected to a tortuous investigatory process.

The Union continues that the interest and welfare of the public is best served by the adoption of the Union's proposal. The Union notes that Mr. Gutwirth testified that his membership is pleased at the acquisition of a new skill which will enable EMTs to save more lives. At the same time, the Union points to Gutwirth's testimony

that EMS has experienced a serious recruitment and retention problem because of relatively low wages and harsh working conditions. EMTs frequently find a home for their skills with private ambulance services, or the Police and Fire Departments, the Union stresses. Recruitment and retention problems are the seeds of overtime and overwork, the Union professes. These are the roots causes of low morale and insufficient productivity, it reasons.

While the Union recognizes that strides have been made by the City/ Corporation in recruitment and retention of EMTs, the Union contends that it is not helpful when the employer adds new duties which carry with them nothing in the way of additional compensation for the greatly increased stress and responsibilities they carry. The Union concludes that its proposal addresses this problem, and, in the long run, serves the public interest by maintaining a more dedicated work force.

Finally, the Union maintains that the City's claimed inability to pay for the increase sought by the Union is not a defense to the adoption of the Union's proposal.

The Union does not controvert the City's assertion that it is currently experiencing a fiscal crisis as great, if not greater, than the emergency faced by the City in the mid to late seventies. However, the Union emphasizes that the law which required an Impasse Panel to make a finding that the City had the ability to fund a wage increase, which was itself subject to a DE NOVO review by the Appellate Division in the appropriate Department, has expired and is no longer operative. Moreover, the Union adds, the ability to pay

without raising taxes, is irrelevant to this proceeding with the change in the law.

The Union professes that the employer has the burden of demonstrating its inability to pay, and that the City/Corporation has failed to meet this burden in this proceeding. The Union stresses that it was able to demonstrate a number of sources from which revenue might be found or enhanced to underwrite the cost of this determination. For example, the Union points out there were monies allocated to EMS under the "Safe Streets, Safe City" program. In addition, the Union professes that the EMS was able to increase its collection efforts to obtain receivables from Medicaid and other third party payers. The Union also cites a recent appropriation to the City by the State of some nineteen million dollars in Supplemental Low Income Payment monies.

Quoting from Elkouri and Elkouri, HOW ARBITRATION WORKS, 4th Edition, BNA, P. 828, the Union asserts that an economic downturn should not forever preclude an award which is properly due the employees, in the following language:

An arbitrator may give recognition to an employer's weak financial position, by ordering that a needed increase be made gradually. Sometimes an arbitrator will award an increase but will recognize the ability-to-pay factor at least to the extent of limiting ordering retroactivity, or of ordering a review of the employer's financial situation after a specified period. Thus, appropriate relief can be granted to the employees based on operations under the award during the specified period. But mere temporary inability to pay generally is not sufficient to cut down an increase warranted by other criteria. [Citations omitted.]

The Union rejects the argument advanced by the City/Corporation

that its proposal in this proceeding is noting more than an inappropriate mid-term economic demand.

The Union cites Section 12-311(a)(3) of the NYCCBL, as follows:

Nothing herein shall authorize or require collective bargaining between the parties to a collective bargaining agreement during the term thereof, except that such parties may engage in collective bargaining during such term or a matter within the scope of collective bargaining where (a) the matter was not specifically covered by the agreement or raised as an issue during the negotiations out of which such agreement arose and (b) there shall have arisen a significant change of circumstances with respect to such matter, which could reasonably been anticipated by both parties at the time of the execution of the agreement.

The career ladder issue was not on the table, the Union notes, during the parties' negotiations for a 1987-90 contract. Thus, the 1987-90 contract could not have possibly encompassed any bargaining by the parties over a differential for EMTD. It was not until April, 1989, when the EMTD responsibilities were added to the EMTs duties that the issue before this Panel arose, the Union maintains.

The Union underscores the fact that the City/Corporation fully participated in the negotiations and mediation of the impact of the additional duty of EMTD, and that it may not now be heard to raise the issue of waiver to preclude a resolution on the merits by this Panel. During the negotiations for the 1990-91 Economic Agreement, the Union stresses that it informed the City it would be filing for impasses on the issue before me, and thus the Economic Agreement is not a defense to the Union's right to proceed in this matter.

Consequently, the Union requests that I issue an Impasse Award incorporating its proposal within the terms and conditions of



employment of the EMTs in the bargaining unit which it represents.

#### THE POSITION OF THE CITY/ CORPORATION

The City opposes the assignment differential sought by the Union because it is not warranted, it maintains. The City contends that EMTs and employees in other titles who have similar duties do not receive a differential.

The City points out that the use of the defibrillation machine does not represent a significant change in the type of duties or such an onerous task as to justify a differential or any increased level of compensation. The City stresses that EMTs have been trained to administer CPR, and that the use of the defibrillator machine is simply another method of life saving technique employed to trigger a heart in cardiac arrest to recommence beating.

The City emphasizes that the the training for EMTD requires only attaining proficiency in the operation of the machine, i.e. where the buttons are located and the knowledge that the defibrillator prints out all the necessary instructions. The City underscores the fact that only seven out of a total of one hundred twenty hours of EMT training are devoted to the defibrillator.

The City adds that EMTs utilize other machines in their work for which they receive no differential. For, example, the City points out that EMTs must know how to use an anti-shock trouser, and that they are trained as well in how to handle hazardous materials in the hazmat curriculum.

The City notes that Paramedics, a more highly rated group of

EMS employees do not receive a differential for using a manual defibrillator, which is more difficult to operate than the semi-automatic machine used by the EMTs. The City points out that the Paramedics receive more training on the manual defibrillator than do the EMTs on the semi-automatic one, and that the former machine requires much greater discretion to operate. The City argues that granting the EMTs a differential for the operation of the semi-automatic machine would create a disparate situation between the two titles which could lead to unrest, instability and a demand for a similar benefit by the Paramedics resulting in a higher cost to the Corporation without any change in duties or increase in productivity.

The City believes that the task of operating the semi-automatic machine is not an onerous one. The City reminds me that it demonstrated the machine for me at the hearing. It recalls for me that in its view the operation of the machine is simple: electrodes are attached to the patient and the machine displays instructions for the operator to follow, such as which button to push, so that the machine can measure whether a patient should receive a shock. The machine will then indicate when the button should be depressed to shock, if it has concluded that one is necessary. While the benefits produced by the machine are substantial, the City agrees, the skill necessary to operate the semi-automatic defibrillator are not, it professes.

The City dismisses the Union's argument concerning the the Union's claim that the new machine exposes EMTs to additional risk of discipline. The City maintains that both Corporation as well as

municipal employees are regularly exposed to the risk of discipline when they use and carry City/Corporation property which is expensive and sophisticated. In that respect, the City reasons, the defibrillator is not different than other equipment operated by employees generally, and the Paramedics specifically, for which no other class of employees is rewarded with a differential. Furthermore, the City stresses, the Union did not point to a single instance of discipline of an EMT with respect to damage to or the operation of the semi-automatic defibrillator.

A second Union argument rejected by the City is that the equipment is dangerous. The City maintains if that were the case, the New York State Department of Health would have rejected it. Moreover, the City stresses that the parties already have a forum in which to address safety issues.

The City charges that the Union's demand for a differential in this case departs from the nature of differentials received by other employees. Central to the concept of a differential, the City reasons, is that only some of the employees perform the task for which the differential is awarded. Here, the City argues that the proposed differential is no more than a general wage increase, as all EMTs would qualify. Moreover, the differential would place EMTs on the same salary level as the Paramedics, which the City maintains, is not a desirable result since the latter are more highly trained and perform more responsible duties.

The City also emphasizes that the amount of the differential sought by the Union for the EMTs is almost 250 percent of the largest

differential it currently pays.

The City concludes its argument on the merits with the analysis that the semi-automatic defibrillator is an example of the ever advancing nature of medical technology. It reasons that were employees generally entitled to press for an increase each time the Corporation obtained advanced equipment, it would have a chilling effect on the City's policy to provide its citizens and visitors with access to the best in order to save lives. Certainly, the City concludes this would not be in the public interest and welfare.

The City, continuing in the area of the public interest and welfare points to its current fiscal problems as an insurmountable barrier to the Union's proposal. The City stresses that it has had to lay off workers and drastically reduce services. It reasons that to be compelled to grant EMTs an increase in the amount of 5.4 million dollars, its estimated cost of the Union's proposal, in the wake of an award of 3.5 percent would be unconscionable in the current climate.

The City cites the testimony of its witnesses at the hearing that due to necessary measures taken earlier in the year to close the budget gap, there are no funds available to fund the differential, unless the Corporation laid off employees, an act which the City argues is repugnant.

The City rejects the Union's citation of sources to fund the increase as without foundation. For instance, it notes that the Union's reference to the availability of money from the "Safe City,

Safe Streets" program, or that SLIP funds could be used to fund the differential payment was rebutted by the City's proof that the funds had been cut, or must be expended elsewhere, as a matter of law.

The City reasons that the public's interest in maintaining a critical quantum of health care must outweigh the Union's proposal to accord the EMTs a \$2,500.00 per annum increase. The City cites two decisions of Impasse Panels and three of the Board of Collective Bargaining for the proposition that the City's ability to pay is encompassed by the interest and welfare of the public standard which is found as one of the criteria which the Impasse Panel must weigh in reaching its conclusion in these proceedings.

The City concludes that at a time of a recession generated fiscal crisis such as it is experiencing, its inability to fund the Union's proposal must be accorded overriding weight.

The City concludes its presentation by charging that the Union's proposal is not properly before me as it represents an inappropriate mid - term economic proposal, by virtue of the Economic Agreement which covers Local 2507 as a party to the Economic Agreement between the City and District Council 37, the law precluding negotiations during the term of an existing contract and the fact that the City has not otherwise agreed to negotiate with the Union about the differential.

The City professes that Section 12-311 a(3) of the NYCCBL prohibits bargaining during the term of a collective bargaining agreement with the exception of certain issues which the City alleges

the Union failed to prove herein namely, that the issue did not arise during negotiations and no significant change in circumstances not anticipated by the parties has occurred.

During the 1987-90 round of bargaining, the City argues, the parties agreed to submit all matters in the dispute to the mediator. The City maintains that the Union-withdrew the issue of the differential for operating the semi-automatic defibrillator from the table at that time. The Mediator then issued a report, recommendations were made to the Equity Panel (a tribunal charged with providing funds set aside by the Economic Agreement to titles suffering from special compensation problems above and beyond the basic negotiated increase) and an agreement was finalized, the City recalls. The City concludes that the above resolved all outstanding issues between the parties until the next round of bargaining began.

The City stresses that the 90-91 contract with District Council 37 similarly bars mid - term bargaining. The City concludes that I should dismiss the Union's demand for a differential, and instruct it to pursue the demand in the next round of economic bargaining, should it choose to do so.

#### F A C T S

There are two levels under the title Emergency Medical Specialist: Level I and Level II. Employees who serve in Level I are EMTs, and employees who serve in Level II are Paramedics. EMTs, upon receipt of a certificate as EMTD, operate, INTER ALIA, the semi-automatic defibrillator. Paramedics, on the other hand,

operate the manual defibrillator, among other things, which requires greater discretion and skill. Paramedics are compensated from \$2500 to five thousand dollars a year more than EMTs.

According to New York State Department of Health guidelines, the EMTs are trained to do the following tasks: maintain adequate patient airways, use of positive pressure manual devices, patient assessment (including cardiovascular collapse, CPR, hemorrhage control, splinting and fracture immobilization, spinal immobilization, oxygen therapy administration and pre-hospital childbirth. The training curriculum includes 120 hours and EMTs must be recertified and take refresher courses every three years. The curriculum provides for seven hours of instruction on the use of the semi-automatic defibrillator. EMTs are also trained in CPR, anti-shock trousers and the handling of hazardous materials.

Paramedics also receive one hundred twenty hours of training. However, the training of the paramedics involves comprehensive study of human anatomy and physiology. As noted above, the Paramedics operate the manual defibrillator which requires a more thorough knowledge of the physiology of the heart and related arrhythmia disorders in conjunction with the impact of medicine which may have been prescribed. EMTs are not mandated to possess such knowledge, nor do they need it in order to execute their duties. Paramedics train for many months in order to use the manual defibrillator, and they are not entitled to a differential for operating it.

The State Department of Health approved the City's application

to train its EMTs in EMTD in April, 1989, after which it proceeded to train all of them in the use of the semi-automatic defibrillator. (The EMTs learn some of the same information acquired by the Paramedics in order to qualify for EMTD, but not in the same depth, or for the same length of time.)

The semi-automatic machine resembles a lap top computer when it is not in use. In order to use the machine, an EMT must initially ascertain whether defibrillation of the patient is appropriate. For instance, the patient may not be shocked if he is taking nitroglycerine, or if he has a pulse. If the patient is experiencing ventricular tachycardia, it is extremely difficult to assess whether he has a pulse. Therefore, an EMT must be able to palpate a pulse with a high degree of accuracy.

Before shocking, an EMT must also insure that there is no water in the area since the patient, the operator and bystanders could be injured if the shock passed through water.

While preparing the patient's chest for the electrodes through which the shock is transmitted, the EMT must maintain basic life support through the use of CPR. The defibrillating cables attached to the machine are then connected to the electrodes. The EMT next proceeds to switch the machine on.

The EMT then depresses a button on the machine so that the patient's condition may be assessed by the machine. If the machine tests positive for shocking the patient, the machine indicates "press to shock" after which the EMT depresses another switch to deliver the charge. After each defibrillation, the EMT must check



the patient for the existence of a pulse. If there is no pulse, the procedure is repeated, but in no case may the EMT shock the patient in excess of six times. When the EMT completes the shocking procedure, if there is still no pulse, he must resume CPR while the patient is transported to the hospital.

As noted by the Union, in order to perform EMTD, the EMTs are compelled by the State Department of Health to train for and pass a test for an additional certification.

The EMT must check before each turn that his defibrillator is functioning properly. The machines are worth about three thousand dollars, and if his machine is lost, stolen or damaged, an EMT is subject to discipline. If a machine fails to function, an EMT may be interrogated extensively, in the same way he is subject to inquiry if he elects not to shock a patient. Such interrogation may also lead to the imposition of discipline.

The City has negotiated assignment differentials covering a number of titles. In all of the instances memorialized in the record of this case, the differentials are awarded to a relatively small percentage of employees who serve in a title who perform specially onerous, difficult or supervisory tasks. For example, nurses who are night shift supervisors are paid an additional three dollars for each shift, mortuary technicians who assist in arduous autopsy procedures such as skull cap removal receive an annual differential of \$1,085, clerical workers who serve as timekeepers are entitled to a differential, and barbers and nurses who act as supervisors are

eligible for an annual differential of \$542. The City has agreed that EMTs and Paramedics who are assigned to the communications division shall receive a \$719 per annum differential.

There is no evidence that any current contracts provide for an assignment differential to all employees within a single title, or to employees for the use of new equipment which represents a technological advance.

The Union has long demanded that the City/Corporation establish a career ladder for EMTs. The Corporation itself had at one point advanced a proposal for an intermediate assignment area between Levels One and Two. At one time, the Union had also suggested such a step for, according to its brief: "for those EMTs who performed semi-automatic defibrillation."

There is no question that the Union withdrew its proposal for a career ladder during the bargaining for the 1987-90 round of bargaining. The Union's Director of Negotiations stated that he specifically informed that City's bargaining team that the withdrawal was without prejudice. The City did not offer any contrary evidence.

The City, on the other hand, indicated that the Union's withdrawal was in exchange for an award from the Equity Panel created by the 1987-90 Economic Agreement between the parties which funded an increase for the EMTs in excess of the general wage increase of 16.45 percent. The Union did not dispute the characterization of the City of the two acts as an exchange.

Since the City's institution of EMTD in April, 1989, the parties engaged in protracted bargaining of the issue of the Union's

demand for a differential based on the impact of the EMTD duties on the terms and conditions of employment of EMTs. The parties also participated in four mediations, chaired by Mr. Viani, Deputy Chairman of OCB. The City did not file an improper practice charge against the Union for pursuing its proposal herein.

Subsequent to the Union's demand to bargain over the impact of the additional EMTD duties, the Union and the City entered into an Economic Agreement for a period commencing July 1, 1990. The Agreement provided that the parties to it could not advance additional economic demands during its term.

At the time of the conclusion of the hearing, the record showed that the City had been faced with a \$3.5 billion budget gap in the current fiscal year which it closed by the elimination of services and the layoff of employees. The City reduced the Corporation's budget by \$155 million. The Corporation laid off 3,135 employees, reduced evening and weekend clinic hours, eliminated one third of its pharmacy staff, and decreased the dental clinics by thirty percent and walk in clinics by twenty-five percent.

The cost of the Union's proposal is somewhat in excess of five million dollars. The City has estimated that the implementation of such a proposal would be the layoff of 165 employees. There is no evidence that any funds are available to underwrite the additional cost of the Union's proposal, including "Safe City, Safe Streets" and supplemental low income patient (SLIP).

## D I S C U S S I O N

After reviewing the documentary evidence, the testimony, the parties post-hearing submissions, and giving weight to each of the statutory criteria set forth in the NYCCBL, I must conclude that the Union's proposal should be denied. The award of a differential here would disrupt the longstanding relationship between the Paramedics and the EMTs to the extent that the difference in the compensation paid to employees in these titles could virtually disappear. Moreover, the Paramedics operate a more difficult defibrillator than do the EMTs, for which the Paramedics receive no differential. Implementation of the Union's proposal would necessarily expose the City to an additional proposal to provide the Paramedics a differential, and would elevate the cost of the Union's position still further.

Secondly, acceptance of the Union's proposal would alter the traditional nature of differentials, i.e. that they are paid to only a portion of the employees who serve in a particular title. In fact, the Union's demand in this case is not really a differential at all, it is pure and simple a proposed wage increase, since each employee in the bargaining unit performs EMT. Again, validation of the Union's proposal would necessarily lead to demands by other groups for wage increases, and in the interim could create instability, friction among groups of employees and lessen productivity.

Without delving too deeply into the City's current plight, no one disputes the fragile nature of its economic health. I cannot justify opening a "Pandora's Box" exposing the City to a floodgate of demands from unions representing groups of employees who have not traditionally received differentials for such a benefit.

Since the demand in this case results from impact bargaining, I find that issues such as the increase in the cost of living and wage increases negotiated by other employers and other unions are not relevant, save on the issue of whether similarly situated employees with and without the City's employ are entitled to a differential. There is no evidence that employees similar to EMTs receive a differential for the performance of EMTD in any jurisdiction.

The patterns of compensation presented to me by the parties, as well as the interest and welfare of the public, in my view, preclude an award of the Union's proposal. Thus, I need not reach the other issues raised by the City. Therefore, in accordance with this Report and Impasse Award, I issue the following

D E T E R M I N A T I O N:

1. The Proposal of Local 2507, District Council 37, AFSCME, for a two thousand five hundred dollar per annum differential to Emergency Medical Technicians based on the impact of the new responsibility to obtain certification for and to use the semi-automatic defibrillator is denied in all respects and with prejudice.
2. There shall be no wage adjustment of any kind for the EMTs in the bargaining unit represented by Local 2507, as such would be inappropriate for reasons set forth on pages twenty and twenty one of the report.

Dated:       Maplewood, New Jersey  
              January 17, 1992

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DAVID N. STEIN, ESQ.

DAVID N. STEIN, ESQ., affirms in accordance with Article 75 CPLR that on the seventeenth day of January, 1992 he executed the

foregoing instrument which represents his Report and Determination in a certain dispute arising under Section 12-311c (3)(b) of the New York City Collective Bargaining Law between Local 2507, District Council 37, AFSCME and the City of New York and the New York City Health and Hospitals Corporation.

Maplewood, New Jersey

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DAVID N. STEIN, ESQ.