

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Fact-Finding Between the

DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION  
OF ONONDAGA COUNTY, INC. (hereafter referred  
to as the "DSBA"

PERB Case  
No. [REDACTED]

M2024-068

and the

THE COUNTY OF ONONDAGA AND  
THE ONONDAGA COUNTY SHERIFF  
(hereafter collectively referred to as the  
"County").

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REPORT AND  
RECOMMENDATIONS  
OF THE FACT-FINDER

Marc H. Reitz, Fact-Finder

Appearances:

For the County of Onondaga and the  
Onondaga County Sheriff

HANCOCK AND ESTABROOK

By: Emily Middlebrook, Esq.

For the Deputy Sheriff's Benevolent Association

COSTELLO, COONEY AND FEARON

By: Christopher Militello, Esq.  
Rachel A. Brenner, Esq.

## **PRELIMINARY STATEMENT**

The DSBA and the County are the parties to a collective bargaining agreement that expired on December 31, 2023 (hereafter referred to as the "Agreement"). Prior to the expiration of the Agreement, the parties commenced negotiations for its successor. Neither the five (5) meetings with direct negotiations between the parties, nor the three (3) mediation sessions, succeeded in resolving the dispute.

Thereafter, on or about September 4, 2025, the undersigned was appointed by the New York State Public Employment Relations Board ("PERB") to serve as Fact Finder in this matter. A number of telephone conferences were held between the Fact Finder and the parties' representatives to discuss the timetable and the mechanics of the process. It was agreed that the parties would, in December 2025, provide me, and share with each other, the exhibits to be considered, and that the formal Fact Finding hearing would be held on January 15, 2026. Following the formal hearing, on February 6, 2026, each party provided extensive and well written briefs summarizing their respective positions.

## **BACKGROUND OF THE DISPUTE**

Onondaga County is located in Central New York, and is comprised of nineteen (19) towns, fifteen (15) villages, and the City of Syracuse. The County's population is about 470,000 with the City of Syracuse, the largest municipality within the County, having about 146,000. There is a County Legislature with seventeen (17)

representatives, and the County Executive is Chief Executive Officer and the Chief Budget Officer of the County.

The Onondaga County Sheriff is, like the County legislators and the County Executive, an elected official who is charged with all aspects of law enforcement in the County. Within the Sheriff's Department there are four (4) separate departments: the Police Department, the Custody Department, the Correction Department and the Civil Department.

For the purposes of the Taylor Law, the Onondaga County Sheriff and the County of Onondaga are a joint employer, and shall continue to be referred to herein collectively as the "County".

The DSBA is the exclusive bargaining representative for approximately 211 employees in a number of job classifications in the Custody and Civil Departments within the Sheriff's Department. The vast majority of the bargaining unit is employed in the Custody Department which is responsible for providing pre-trial and post-sentence detention services, including prisoner transport, for inmates committed to the care and custody of the Sheriff from federal, state and local courts in the County, the City of Syracuse, and the various towns and villages within the County.

The County and the DSBA have had a long and difficult bargaining history. Since 2000, the parties have been to fact finding four (4) times prior to the current dispute, and in each of the prior cases, as well as in the current situation, the Fact Finder's recommendations came a couple of years after the expiration of the then applicable contract. In this instance, the parties' most recent 2020-2023 collective bargaining

agreement expired on December 31, 2023, so the parties have been without an agreement for more than two (2) years.

### **CONSIDERATIONS**

While the Taylor Law is silent with respect to considerations to be utilized in rendering a fact-finding recommendation, the law does set forth considerations to be utilized by an arbitrator in an interest arbitration, and such factors serve as a viable guidepost for fact-finding as well. Section 209.c.4.(v) of the Taylor Law provides that an arbitration panel shall consider the following:

- a. 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 or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

### **ISSUES TO BE ADDRESSED**

While the initial materials provided set forth a more extensive listing of unresolved proposals, shortly before the hearing the parties pared down the number of issues to be addressed through this report. The issues that will be considered are as follows:

DSBA Proposals:

1. An "equity stipend" for holiday pay for employees working a 5 days on/2 days off schedule (the "5/2" schedule); and
2. Modifications to the existing contract procedures for processing claims for General Municipal Law Section 207-c benefits.

County Proposals:

1. Modification of the overtime eligibility provisions of the Agreement;
2. Revising the work schedule for employees currently working a 4 days on/2 days off schedule (the "4/2" schedule); and
3. Significant modifications to the current Work Limitation and Restriction Procedure ("WLRP").

The final issue for consideration, upon which both parties have advanced widely disparate positions, is the wage increase to be provided. Both parties have presented wage proposals for a four (4) year contract which, if accepted, would run through December 31, 2027.

Each of the issues will be discussed in greater detail throughout the course of this report.

In the Fact Finding reports issued prior to the present dispute, the Fact Finder (including the undersigned in 2019) reviewed the issues in dispute and submitted the required report and recommendations. While wages were, understandably, always an issue, other issues, have often resurfaced in the process, including overtime compensation and the provision relating to the Work

Limitation and Restriction Procedure (WLRP), both of which are important considerations in the present matter.

The proposals, and the parties' respective rationale in support of, or in opposition to, will be addressed. The recommendation on such issue will be set forth, as well as summarized in the final recommendation inasmuch as a number of the issues are inextricably linked together in a "package" recommendation.

A. DSBA proposal for an equity stipend for holidays for employees working a 5 days on/2 days off schedule.

The DSBA argues that while approximately 2/3 of the bargaining unit members work the 4/2 schedule with an eight (8) hour work days), the other 1/3 of unit members work the 5/2 schedule, also with an eight (8) hour work day. As the DSBA explains in its brief

DSBA members who work on official holidays (as defined in the Agreement), receive both regular pay and 8 hours straight time holiday premium pay.<sup>1</sup> . . .When a member's scheduled day off falls on an official holiday . . ., the member is entitled to 8 hours straight time pay at the member's regular rate of compensation. . . .

Members who are working a 5/2 schedule, particularly those in Transport and Civil positions, do not work on official holidays because the 5/2 schedule is often tied to Court operations, which are closed on all holidays.

These variable schedules have resulted in a discrepancy between which members have the opportunity to work holidays and receive holiday premium pay. The proposed "Holiday Premium Equity Stipend" is intended to make up for lost opportunities for members who work on a 5/2 schedule to make additional money on holidays.

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<sup>1</sup> This is the procedure for all holidays except Christmas and Thanksgiving. For those holidays the employees receive time and one-half for all hours worked.

The County contends that employees on a 4/2 schedule must work every day, regardless of whether the day is an official holiday, unlike those employees who work the 5/2 schedule, who are actually receiving time off for each holiday.

While it is likely very true that overtime opportunities are significantly more limited for employees scheduled to work the 5/2 schedule, it is also very likely that the majority of the 5/2 employees work a Monday-Friday schedule with weekends and holidays off. The 5/2 work schedule has the significant benefit of weekends and holidays off, which benefit the employees working the 4/2 schedule lack.

**RECOMMENDATION:**

No change should be made in the holiday provision since while the 4/2 schedule employees receive more financial compensation, the 5/2 schedule employees receive the benefit of weekends and holidays off. Thus, the 4/2 schedule employees receive the benefit of additional compensation, but the 5/2 schedule employees receive the benefit of a more regular work schedule, with courts being closed weekends and holidays, and the actual time off for the enumerated holidays that accompanies their work schedule.

B. DSBA Proposal for Changes to the General Municipal Law Section 207-c Procedures

At the outset of the discussion on this issue it is important to note that the nature of the work undertaken by DSBA members, is dangerous, with a significant number of violent incidents occurring. The number of reported

incidents has risen significantly in the past years, from 2,253 in 2021 to 3,464 in 2025. Additionally the number of employees in the bargaining units decreased from 246 in 2019 to approximately 211 at the present time. The increase in the number of incidents coupled with the decrease in the number of officers certainly results in a greater possibility of injury to each member.

The DSBA's proposal is intended to address instances where members have possibly lost their salary as well as their health insurance benefits while awaiting a determination of his/her Section 207-c application. More specifically, the DSBA seeks a number specific changes aimed at that objective. The specific proposals are as follows:

1. The member should continue to receive his/her full pay pending the determination of the 207-c application;
2. Establish a thirty (30) day time frame for the County's initial determination;
3. Continue health insurance benefits pending initial determination of the claim, or the final determination of an appeal of the claim; and
4. ensure timely hearings of any appeals of the initial determination.

The DSBA argues that these changes are required to insure timely review of an application for 207-c benefits thereby preventing a loss of wages or health insurance in the event of any delays in the processing of the claim.

The DSBA also argues that the County's Correctional Services (CSEA) bargaining unit, also under jurisdiction of the Sheriff, requires that such

determination be made within twenty (20) days, and that other municipalities including Erie, Saratoga and Niagara counties have a timeline for such determination as well.

The County opposes such changes for a number of reasons. First, and most convincingly, the County argues that obtaining all necessary information, including medical documentation from the employee's physician, and possibly additional documentation following an examination by a County designated physician, may delay the decision until such material is completed, received and reviewed. Second, the County argues that other sources may provide benefits during the period between the incident precipitating the claim and the determination - namely Workers' Compensation benefits, accumulated personal leave accruals, FMLA benefits, or other disability benefits prescribed by law.

**RECOMMENDATION:**

Provisions should be added to require the County to render a final determination on a Section 207-c application within twenty (20) days after receipt of all information, including all medical information, needed to make such determination. Additionally, no later than twenty (20) days following receipt of the claim for 207-c benefits, the County should provide the employee with a written update on the status of the claim, if a final determination has not been rendered. Such update should detail what information has been sought, and when receipt of such information is expected, so that a final determination can be made.

Additionally, the employee should continue to receive his/her health benefits for sixty (60) days from the date of the incident, with the same cost sharing requirements as is applicable for active employees. After the initial sixty (60) days, the same arrangements for health insurance coverage that presently exist, should be applied for such employee. Hopefully, this sixty (60) day period will urge both parties to obtain all necessary information so that a final determination can be made expeditiously.

Finally, while there is a procedure in place for appeals of the initial determination, that appeals process may be difficult to insure prompt resolution. To at least attempt to expedite the process, the parties should agree upon a list of five (5) persons qualified to serve as hearing officer, obtain a commitment from each such person the (s)he will hold a hearing within forty-five (45) days of his/her appointment to serve, and that (s)he will render a determination within thirty (30) days of the close of the hearing. The appointment can be made on a rotating basis, with the appointment to be made to the first person accepting the appointment with the time specifications. This is not any assurance as to how quickly the hearing can be finalized, but it will convey a reasonable sense of urgency to complete the process.

The other parts of the DSBA proposal are not recommended.

C. The County proposal for Changes to the Overtime Calculation

Currently the overtime provisions set forth that paid leave provisions, including personal leave, annual leave or compensatory time (but not sick leave),

are considered as time worked in considering whether an employee has worked the necessary hours of work to meet the threshold to be eligible for overtime compensation. Thus, if an employee utilizes accrued sick leave time for his/her shift, the hours of his/her absence will not be considered as time worked to meet the threshold requirement of forty (40) hours worked to obtain the overtime benefits for working beyond the forty (40) hours. However, if the employee is absent from work using personal leave, vacation leave or accrued compensatory time, such time will count as time worked for meeting the overtime threshold requirements

The County has proposed to exclude all paid leave, including sick leave, from being considered as time worked in determining the eligibility for overtime. The County has expressed concern that an employee can be off his/her regular work shift for paid leave such as a personal day, but still be eligible to work a different shift and be paid overtime for such additional work. The County has also noted that

Some bargaining unit members have a practice of using either paid leave accruals or compensatory time to cover an absence on their regular shift, but then report for another shift on a different watch and earn overtime pay on this shift.

The County argues that this practice helps contribute to the significant overtime costs paid to members of this bargaining unit.

While the DSBA understands the concept of pyramiding of benefits, and agrees that "such practice is not to be encouraged", it goes on to note that "the

[County] produced nothing to show that the practice occurs often enough to justify making it harder for DSBA members to be eligible for overtime compensation”.

RECOMMENDATION:

While the practice should be discouraged, not enough documentation has been provided to warrant a change from the existing provision.

D. County proposal to modify the Work Limitations and Restriction Procedure (WLRP)

Both parties agree that overtime is critical to the custodial operation of the Sheriff's department. The parties further agree that it is necessary to ensure that sufficient staff is on duty to protect the safety of both the detainees as well as the staff members. There are also staffing mandates that are set forth by the State. The County notes that there are times when it is difficult to comply with the State's mandates thereby jeopardizing the safety of both staff members and detainees. From the County's perspective, the biggest obstacle to fulfilling the needed staffing requirements is its inability to order overtime for a significant portion of its staff, and the WLRP is the biggest obstacle to providing the requisite coverage.

The WLRP is a long standing fixture in the Agreement, and the County has often sought to eliminate or at least to substantially modify such provision. The WLRP is a provision that enables a unit member to obtain medical verification as

to his/her inability to perform *ordered* overtime. The procedure does not limit the ability of the unit member to accept overtime opportunities voluntarily.

In order to qualify for WLRP the employee must first produce medical verification of his/her inability to be assigned the mandatory overtime assignment. If the County challenges such determination, the County can have the employee examined by a physician designated by the County. If the two (2) doctor's opinions differ, a third physician is selected to undertake a review, but the third physician is designated by the unit member. When there has been a review by a third physician, the employee's WLRP benefit has usually been granted. As such, the County has been loathe to exercise its option for the examination by a third physician. After initially being deemed eligible for the WLRP benefits, the continuing eligibility for benefits must be periodically re-certified.

The County provided ample documentation to demonstrate just how wide spread the WLRP is utilized by the membership. Just under ninety-five per cent (95%) of all unit members have a certified restriction that prevents him/her from being required to submit to ordered overtime.

Further, many unit members obtain such certification soon after completion of the probationary period. Fifteen (15) unit members were deemed eligible for such benefits within thirty (30) days of completion of the probationary period; seven (7) members were deemed eligible for such benefits within sixty (60) days of completion of the probationary period; another seven (7) eligible for

such benefits within six (6) months of completion of the probationary period; and sixteen (16) were eligible for such benefits within one (1) year of completion of the probationary period.

The County proposal had a number of facets. First, it would limit eligibility for such benefit solely to those employed as of the date of the new Agreement; *i.e.* the County would "grandfather" the benefit for existing employees and limit the utilization of such benefit by future employees. Second, the County proposal would preclude an existing employee from having his/her disability extended beyond the initial certification.

For those future employees who can be given mandated overtime assignments, the County proposal would limit the number of times that an employee could be assigned overtime. The assignment could be made no more than four (4) times in each pay period, and the employee could still refuse such assignment up to four (4) times each year. Finally, the assignments would be made on a rotational basis.

The DSBA strongly opposes any radical changes in the WLRP provision. It argues that it is a long standing benefit mutually agreed upon by the parties that provides a significant benefit to its members. The DSBA further argues that due to its long standing position within the Agreement, and the benefits accorded its members, the County must be willing grant extra benefits (wages) in order to modify the WLRP procedure.

The DSBA further argues that the need for ordered overtime is exacerbated by the County's continuing failure to staff the custodial operations to the necessary level. The DSBA has stated that the number of bargaining unit members has decreased significantly from 2019 to the present 211 as of the date of the hearing in January, 2026, while the inmate population has consistently remained at about 500 inmates each month for the same period. Further, the DSBA claims that the salary is insufficient to entice people to apply for positions and that many employees have left due to salary and other working conditions, thereby further exacerbating the need for overtime. While the County disputes the issues of salary and retention (which will be discussed at greater length in the portion of this report relating to salary recommendations), there is no dispute that the number of bargaining unit members has diminished while the number of detainees has remained consistent.

Finally, the DSBA indicated a willingness limit the application of the WLRP provision solely to existing employees, albeit with fewer mandated assignments and more opportunities for refusal of such assignments for newly hired employees *provided* that an appropriate wage adjustment is agreed upon.

#### RECOMMENDATION:

It is recommended first, that the all elements of the benefit should be retained and should be limited to existing employees, and that employees hired after the effective date of the new Agreement should not be eligible for such benefits. Second, that the parties should agree upon the number of times that

an employee can be assigned ordered overtime, the number of times the employee can decline working the ordered overtime, and the procedures for selecting the employee(s) to be assigned the overtime since the parties are not too far apart in their positions. A suggested number of assignments would be up to three (3) per pay period, and the right to reject such assignments be limited to six (6) over the course of the calendar year, but the parties should be able to resolve that if the other elements of an agreement can come together,

Additionally, while no change is recommended as to the right of existing employees to receive, or to extend the right to such benefits by renewing the medical certification, I would make an additional recommendation, consistent with the recommendation from my report in 2019. I would again recommend that any time that a third medical opinion is necessary, such determination should be made by a mutually agreed upon physician. The parties should review the nature of most claims and try to reach agreement as to a panel of three (3) physicians to review claims within their specialty, with different panels for different disabilities. Hopefully the number of panels required could be reasonably limited. Then when a third opinion is necessary, the parties would contact the physicians on the panel on a rotating basis. If the employee's treating physician is on the panel, such physician (or anyone in his/her practice), would be bypassed.

It is often the case in a labor contract that an independent third party is called upon to assess a situation and make a binding determination (e.g. labor

arbitrators), so it seems reasonable to try to obtain an opinion from a neutral third party in this instance as well.

E. The County's proposal to change the existing work schedule.

This proposal is particularly intriguing inasmuch as the DSBA seemingly indicated some interest in this change, albeit with sufficient staff to make it workable, and a wage increase sufficient to warrant such change.

The proposal would be effective for employees currently working the 4/2 schedule. In its place the County has suggested a work schedule based on ten (10) hour days with four (4) days on, three (3) days off, four (4) days on, and four (4) days off (the "4/3/4/4" schedule). While the parties have had some discussions about the work schedule change, no agreements have been reached. During the course of the fact-finding hearing, discussions on this matter generated an acknowledgment from the DSBA that the schedule had some benefits for its members, albeit with a number of obstacles that would have to be overcome before such change would be acceptable.

The Sheriff's department is in charge of the custodial operations in the Syracuse Justice Center for pre-trial detainees and sentenced prisoners awaiting their final destination, as well as the Onondaga County Correctional Facility at Jamesville for inmates sentenced primarily for misdemeanor offenses. The employees at the Justice Center are represented by the DSBA while the employees at Jamesville are represented by the Civil Service Employees Association (CSEA). The operations are similar in that both require supervision

twenty-four (24) hours a day and seven (7) days per week. While the nature of the detainees in the respective locations is markedly different, the operational requirements for staff supervision are quite similar.

The CSEA bargaining unit had been on a similar 4/2 schedule but eventually implemented the 4/3/4/4 schedule on a trial basis. Both the County and the CSEA agreed that the schedule had benefits for both parties and the new schedule was ultimately incorporated into the CSEA contract, albeit with what appear to be significant financial improvements for the membership.

The County contends that adoption of the new work schedule would be beneficial for both the County as well as the employees. There is no question but that the proposed work schedule generates more days off for the employees, albeit with a two (2) hour longer day for days when on duty. Additionally, the County contends that the work schedule for CSEA employees has also resulted in a number of benefits for the County as well. The County contends that the new work schedule has resulted in fewer instances of ordered overtime, fewer call ins and less use of sick time.

#### RECOMMENDATION:

It appears that the proposed work schedule has benefits for both parties *provided* that, the DSBA contends, that there is sufficient staffing to enable it to work efficiently. Certainly it is not a panacea to eliminate the need for overtime, whether ordered or voluntary, but if that is indeed a result, it will certainly be beneficial.

While the implementation of a revised schedule seems beneficial, there are certainly obstacles that would have to be addressed in its implementation. It is hoped that the parties can, through good faith discussions, resolve the issues. The discussions about the implementation of such schedule must involve more than just the actual work schedule. By having a ten (10) hour work day, consideration must be given to whether adjustments of sick time and vacation leave are appropriate inasmuch as a day of sick leave or a day of vacation would be ten (10) hours of leave rather than the current eight (8) hours of leave. There may be other issues or benefits that would have to be brought into discussion as well.

While recommending that the revised schedule be adopted, there is clearly a recognition by the undersigned that the such a recommendation can not be implemented immediately, nor can it be implemented without extensive discussion and "buy in" by the DSBA. The recommendation is made inasmuch as there appear to be benefits for both parties so they should strive hard to make happen. Certainly one incentive to make it happens is a significant wage adjustment, as will be discussed hereafter.

F. Wages

The parties have drastic positions going into the fact-finding process, with the only area of agreement being that of a four (4) year contract retroactive to January 1, 2024 and terminating effective December 31, 2027. The last "official" positions of the parties are as follows:

### The County

The County has proposed to retain the salary structure as presently exists and to increase the salaries by 2.25% for each of the three (3) years of the Agreement and a 2.5% increase for the fourth and final year of the Agreement..

### The DSBA

The DSBA has proposed to significantly increase the salaries, and to make a minor change in the structure itself. The DSBA has proposed:

1. Effective January 1, 2024, eliminate grade 1 and move the Community Service Officer (CSO) position to grade 2.
2. Effective January 1, 2024, eliminate Step N (the first step of the salary schedule) for all positions in Grades 1-4
3. Effective January 1, 2024, apply a \$7,000 market adjustment to each step in Grade 4 (Deputy Sheriff Custody); apply a \$7,500 market adjust to the rate of Step 5 (Deputy Sheriff Sergeant); and apply an \$8,000 market adjustment to grade 6 (Deputy Sheriff Lieutenant).
4. After applying the market adjustments, raise the salary in all grades by 7% effective on January 1, 2024, January 1, 2025, January 1, 2026 and January 1, 2027.
5. All increases, including the market adjustments, to be fully retroactive.

Obviously a critical element of the parties' dispute centers around compensation. A number of factors go into consideration including wages paid to comparable employees in comparable jurisdictions, the overall state of the economy, the fiscal condition of the County, the changes in wage rates for

comparable jurisdictions as well as wage increases granted to other County employees.

Initially, the County sets forth certain limiting factors that should be considered as to the ability of the County to fund any wages increases. While the County had a significant sales tax increase during the period surrounding the COVID-19 pandemic, the rate of growth in the sales tax level has diminished since that time, and the sales tax is one of the County's primary revenue sources. The County anticipates a sales tax growth of 1 - 2% for 2025, and a rate of increase more consistent with prior years for 2026. The County stressed that it has a structural deficit in its operations in that the projected expenditures exceed the expected revenues, which included, *inter alia*, projected sales tax growth of 1% in 2025 and 1.5% in 2026. Additionally, the County has had to absorb additional mandated cost increases in attorneys fees for Indigent Defense (Assigned Counsel) work and through New York state intercepting medical assistance funding. The County also pointed out that significant uncertainty exists with respect to anticipated revenues from the state and federal government in programs such as the Supplemental Nutrition Assistance Program ("SNAP") and Medicaid funding; these concerns are not without merit.

However, the DSBA paints a somewhat different picture with respect to the County's finances. The DSBA notes that actual sales tax received in past years has grown significantly, and that oftentimes the actual sales tax revenues received have been more than was budgeted. The DSBA contends that the

more applicable consideration is to follow the amounts actually received rather than the amount budgeted. The DSBA also pointed out that the County has a significant fund balance in its general fund<sup>2</sup> and that the County has consistently reduced property taxes over the past couple of years. The DSBA concludes that the County has a generally good financial picture, and that such situation is likely to continue.

The DSBA also points out that, unlike many other bargaining units in the County, the Sheriff has a revenue source that has raised significant funds, nearly 20% of the cost of its operations, through civil fees and charging other municipalities for the placement of prisoners. While recognizing the fact that the Sheriff's Department may raise more revenue than other County departments, it is the undersigned's opinion that the compensation for DSBA members should be based upon what comparable jobs are paid in comparable jurisdictions, and the comparable wage increases given to other County employees, regardless of the fact that the work of the DSBA members may generate some revenue for the County while the work of other County employees does not.

In considering the financial condition of an employer's ability to pay for wage increases, such analysis includes two distinct, but related, elements. An employer may try to mask the concept of "willingness to pay" by arguing instead "ability to pay". In trying to differentiate between the two concepts, one salient consideration is how the employer's proposed increase measures up with other

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<sup>2</sup> The County stressed the importance of a healthy fund balance in maintaining its good credit rating.

wage increases given to other County bargaining units. While this will be addressed in greater detail hereafter, nevertheless it is important to note at this time that it is the opinion of the undersigned that the County could reasonably be expected to fund an increase in excess of that set forth as the County's proposed increase of 9.25% over four (4) years inasmuch as it has done so for other County bargaining units.

Turning first to comparability with other similar positions in other municipalities, there is, unfortunately, considerable dispute about what comparable jurisdictions should be considered in analyzing comparative data. The DSBA argues that comparable data from more urban entities such as Erie, Monroe, Broome, Dutchess, and possibly Oneida counties should be the primary consideration, while the County argues that data from contiguous counties such as Cortland, Oswego, Madison and Cayuga, is more relevant since it is more likely that people residing in this area are apt to work in Onondaga county. It is my belief that both groups should be considered since there is no question but that the issues faced by DSBA members are likely more similar to those arising in an urban environment, but nevertheless it is important to consider the neighboring areas since that is more likely the home of the employees apt to work for the County.

There is another element to be considered, and in this instance it is a major consideration. The overall recommendation includes significant changes in working conditions for employees, namely some limitations in the Work

Limitation and Restriction Procedure (WLRP) and a significant modification to the basic work schedule for a majority of the bargaining unit members. As will be discussed hereafter, it is important to look at other increases granted by the County, particularly when other groups of employees have had significant modifications made to their working conditions.

In analyzing comparable positions in other jurisdictions, two separate comparisons will be made. The first will be the same positions (where discernible) in larger, more urban jurisdictions that I believe are more applicable. The second will be the same positions in more geographically proximate municipalities. Additionally, the information for Onondaga County will be based on the County's proposed rate of pay, rather than the 2023 rate of pay that is still governing employee compensation. Also, a column will note the DSBA's proposal for comparisons as well. However, making such comparisons beyond 2024 is difficult since many jurisdictions do not have complete contracts at this time. To the extent additional information is known, such information will be incorporated in the overall analysis in an appropriate manner.

As of January 1, 2024<sup>3</sup>

<u>Municipality</u>	<u>Dep. Sheriff-Start</u>	<u>Dep. Sheriff-Max</u>	<u>Sergeant</u>	<u>Lieutenant</u>
Erie Teamsters	61,626	89,405	n/a	n/a
Erie CSEA	55,357	81,245	87,895	96,264
Monroe	56,602	83,073	91,493	n/a
Niagara	42,244	76,876	82,305	86,465
Broome	45,932	75,677	83,241	90,808
Oneida	46,711	72,608	78,859	81,116
<b>AVERAGE</b>	<b>51,395</b>	<b>79,724</b>	<b>84,759</b>	<b>88,663</b>
<b><i>DSBA (with 2.25%)</i></b>	<b><i>54,392</i></b>	<b><i>74,389</i></b>	<b><i>80,620</i></b>	<b><i>87,633</i></b>
<b><i>DSBA Proposal</i></b>	<b><i>64,499</i></b>	<b><i>85,335</i></b>	<b><i>92,390</i></b>	<b><i>100,264</i></b>
Oneida	46,711	72,608	78,859	81,116
Broome	45,932	75,677	83,241	90,808
Cortland	52,436	74,276	85,217	91,936
Oswego	52,104	69,409	81,889	n/a
Cayuga	56,109	63,538	72,644	81,746
Madison	51,937	61,894	71,136	n/a
Jefferson	49,171	60,174	70,012	n/a
<b>AVERAGE</b>	<b>50,629</b>	<b>68,225</b>	<b>77,871</b>	<b>86,402</b>
<b><i>DSBA (with 2.25%)</i></b>	<b><i>54,392</i></b>	<b><i>74,389</i></b>	<b><i>80,620</i></b>	<b><i>87,633</i></b>
<b><i>DSBA Proposal</i></b>	<b><i>64,499</i></b>	<b><i>85,335</i></b>	<b><i>92,390</i></b>	<b><i>100,264</i></b>
<b>Weighted Average<sup>4</sup></b>	<b>51,139</b>	<b>77,722</b>	<b>82,463</b>	<b>87,909<sup>5</sup></b>

<sup>3</sup> For these charts, I have not included either Dutchess or Saratoga because they are neither geographically proximate, nor as urban as those included. Additionally, Oneida and Broome are included in both charts as they are more geographically proximate and have significant urban centers. Ontario County also is not included since it is neither urban nor geographically proximate.

<sup>4</sup> Believing that Onondaga County is more closely aligned with the metropolitan counties, but still factoring in the geographic counties, the weighted average is based on 66 2/3% metropolitan counties and 33 1/3% geographic counties.

<sup>5</sup> With respect to the comparisons for the Lieutenant's position the lack of information from some of the jurisdictions, e.g. Monroe county and Erie Teamsters may skew the validity of the averages for such position

The information provided by the DSBA with respect to salaries in other jurisdictions is, in some cases, lacking for the later years of the proposed contract period. Additionally, there are some discrepancies in the numbers utilized so I have limited the direct comparisons for years beyond 2024. For example, one of the key points noted from a review of the actual contracts provided by the DSBA, is that there are often significant differences in the number of steps before an employee reaches the maximum rate, with some jurisdictions reaching the maximum pay rate in as little as three (3) years while in others it may be as many as ten (10) or more years. Also, some jurisdictions make a differentiation in rates for the same position based upon the time of hiring.

But using 2024 as the initial analysis, it shows that the salaries for DSBA members fall below the mean, whether the average is for the more urban counties, or the weighted average that tries to balance the factors. It also shows that the County's proposal does not "cure" the deficiency and that the DSBA's proposal substantially overcorrects the deficiency.

Certainly some recent settlements have been well above the amount that the County has offered, and such information is certainly valid for consideration. Monroe County, for example, reached an agreement with its Sheriff's department increasing the salary schedule for 2025 by 6.0%, for 2026 by 6.15% and for 2027 by 5.85% with additional adjustments to the longevity schedules.

Also, in reviewing the materials from other municipalities, as well as the most relevant information from Onondaga County, significant adjustments are often made in one year of the contract with other years being closer to a norm. For example, in the 2025-2029 Cortland County contract, there is a significantly increased salary schedule for 2025 (with employees receiving increases of 11.3% for the Officer, 8.9% for the Sergeant and 13.6% the Lieutenant), with 3% salary adjustments for the remaining four (4) years. Similarly, Jefferson County had a significant upward adjustment in the first year (2026) of their new five (5) year agreement (with increases of about 13% in the first year), with increases for the remaining four (4) years of either 3.25 or 3.5% depending on the year.

Most importantly, within Onondaga County itself, and particularly with the other bargaining units within the Sheriff's Department, a similar pattern is evident. Both the Onondaga County Deputy Sheriff's Police Association (OCSPA) and the CSEA bargaining unit representing the Correctional Facility at Jamesville, have included provisions within their agreements relating to changed work schedules. The OCSPA contract references the ten (10) hour days, while the CSEA has references to the 4/3/4/4 schedule. Both bargaining units received significant wage increases, likely attributable to the change in the work schedule.

The OCSPA contract provides wage increases of 3% in 2025, 2027 and 2028. The tentative agreement references the implementation of a significantly

revised salary schedule for 2026. In analyzing the 2026 salary schedule it appears that the OCSPA Deputy Sheriffs salary schedule is increased by approximately 14.3%, the Sergeants schedule is increased by 11.7% and the Lieutenants schedule is increased by 10.3%. Thus the minimum non-compounded increase for such unit over the 4 year term is 19.3% and the maximum increase is 23.3%.

The CSEA contract also covers the period January, 2024 through December, 2027. The contract provides increases of 3% in 2024 and 2027. For 2025 the title Correction Officer (which presumably is a significant portion of the bargaining unit membership) is moved up one (1) grade on the salary schedule resulting in an increase of approximately 7.5%, and the titles Senior Correction Officers and Correction Counselors (also presumably a substantial part of the bargaining unit) are also moved up one (1) salary grade resulting in approximately a 6.9% increase; other unit members not in any of the titles received an increase of 2.25%. For 2026, the title Correction Officer is increased an additional grade on the salary schedule resulting in an increase of approximately 10.1%, with all other members of the bargaining unit receiving a 3% increase. Thus Correction Officers would receive a non-compounded raise of more than 23% over the 4 year period.

Most County employees are covered under the general contract with the CSEA which appears to provide wage increases of 3% for 2024, 2025 and 2026. The County's contract with its Nurses provides wage increases of 3% for 2024,

2025, 2026 and 2027 plus an increase in the Labor Market Valuation Adjustment from \$1,500 annually to \$2,600.

It is fair to conclude that a number of municipalities have made adjustment above the norm for employees working in pre-trial and pre-sentence facilities manned by deputy sheriffs. It is also clear that Onondaga County has granted wage increases above the County norm for all other bargaining units within the Sheriff's department. While it is difficult to tell how much of the wage increase is attributable to the change in the work schedule, it is hard to believe that a significant portion of the wage increase in 2026 for OCSPA, and for CSEA in 2025 and 2026 is not a direct result of such change.

It is also fair to conclude that the County was trying to maintain wage increases consistent for all employees (around 3%) for the years in which a significant change in terms and conditions of employment was not effectuated, and that should be a part of the parties' consideration with respect to the terms of the new Agreement.

#### RECOMMENDATION:

It is recommended that the parties agree to a five year contract to run from January 1, 2024 through December 31, 2028. The recommendation is for one year more than the parties seemed to be in agreement on since by the time any agreement can be reached and finalized, it is likely to be nearly midway through the third year. Without adding an additional year, bargaining would start again within about a year from the completion of the long term contract.

The contract should have 3.5% raises for 2024 and 2025 since that will get the employees a little closer to the weighted average for their positions, but will also be closely aligned with what other County employees received for those years. The raises for 2026 and 2027 should total 14%, with the distribution of such increase to be discussed and agreed upon by the parties. This suggested increase is premised upon the adoption and implementation of the 4/3/4/4 work schedule, a schedule that both parties seem to feel has a number of benefits when implemented., including possibly a reduction in overtime. The increase is also premised upon the implementation of the modified WLRP, and the changes to the GML Section 207-a procedures at the same time as the revised work schedule goes into effect. The final year of the proposed agreement, (2028) should reflect a 3% salary increase. The single greatest factor leading to this recommendation is the treatment accorded by the County to other bargaining units in the Sheriff's Department, both in terms of the wage increase as well as the significant changes in the work schedule.

As part of the settlement the County should withdraw its proposal on overtime changes, and the DSBA should withdraw its Holiday Pay proposal.

While the County has raised concerns about its financial ability to fund wage increases, it is important to consider that the recommendation herein is not, in any way, inconsistent with what has been provided to other bargaining units within the Sheriff's Department which the County was obviously willing and able to pay.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Marc H. Reitz", is written above a horizontal line.

Marc H. Reitz, Fact Finder

Dated: February 23, 2026