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Schenectady Community College Faculty Association and Schenectady County Community College

Sumner Shapiro

Schenectady Community College Faculty Association and Schenectady County Community College

Abstract
In the matter of the fact-finding between the Schenectady County Community College, employer, and the Schenectady Community College Faculty Association, union. PERB case no. M2010-230. Before: Sumner Shapiro, fact finder.

Keywords
New York State, PERB, fact finding

State of New York
Public Employment Relations Board
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In the Matter of Fact Finding between:

Schenectady Community College
Faculty Association,
Union
and

Schenectady County Community College
Employer

PERB Case #M 2010-230
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Sumner Shapiro, Fact Finder

I. Introduction

This document constitutes the Opinion and Recommendations of the undersigned duly designated Fact Finder in an impasse between the Schenectady Community College Faculty Association hereinafter referred to variously as; the "Faculty", the "Association", the ñFAò or "NYSUT" and the Schenectady County Community College hereinafter referred to variously as; the "College", the "Administration", SCCCò or the "Board." The Association and Schenectady County, the Sponsor, are parties to a collective bargaining agreement (CBA) negotiated for the term of September 1, 2004 through August 31, 2009 which was modified and extended in a Memorandum of Agreement (MOA) to be effective through August 31, 2010. The parties commenced negotiations for a successor agreement in April 2010 and after a series of unfruitful meetings mutually agreed to file a declaration of impasse with PERB. PERB appointed a mediator who met with the parties first in early February 2011 and a second time on March 15, 2011 at which point the parties arrived at another MOA which the Association membership ratified but which the Board declined to approve. The parties were unable to refine the MOA and in June the Faculty petitioned PERB pursuant to Civil Service Law, Section 209 to designate a Fact Finder and the undersigned was designated on July 7, 2011.

The parties met in a conference room at the SCCC on September 9, 2011 at which time they stipulated the issue was limited to compensation and that the parties would submit briefs supporting the positions after which the undersigned would share with them preliminarily his notes and likely recommendations. All agreed to meet thereafter to correct any misimpressions and/or to offer further argument where deemed appropriate. The undersigned received the parties' briefs and responded and met personally to preview the substance of the forthcoming analysis and recommendations. At that meeting (Nov. 21, 2011) the parties were encouraged further to explore their position weighing in the forecasted Fact Finding report. In response to this invitation all involved met once again in the conference room of the SCCC Library on December 2, 2011. The parties were unable to agree and this Fact Finder was instructed to proceed with preparation and issuance of this document.

Attendance at the various meetings was as follows:

<u>For the Faculty</u>

Catherine Scavo	Labor Relations Specialist NYSUT
Steve Fragale	Chief Negotiator Faculty Association
Robert Frederick	Negotiating Team Member Faculty Association
Ralph Schauer	President ex-officio, Negotiating Team Member Faculty Association
Tammy Gummersheimer*	Negotiating Team Member Faculty Association

Tamara Calhoun**	Negotiating Team Member Faculty Association
Michael Dzikowski***	Negotiating Team Member Faculty Association
Lenore Horowitz	Negotiating Team Member Faculty Association

*Nov. 21, only
**Nov 21 and Dec 2 only
*** Dec. 2 only

<u>For the College</u>

Margaret Huff, Esq,	McCarey & Huff, LLP SCCC Counsel
Penny Haynes	VP Academic affairs College Negotiating Team Member
William Anderson**	VP Administration College Negotiating Team Member
Carolyn Pinn*	Coordinator of Personnel College Negotiating Team Member

*Sept.9 and Dec. 2 only
** Sept.9 and Nov. 21 only

II. Issues

The parties have stipulated the sole issue before the Fact Finder is compensation and accordingly we briefly summarize their respective positions and the sequence of proposals before proceeding to an analysis and recommendations. A copy of the preliminary notes shared with the parties and discussed at the second and third meetings is attached hereto as Appendix A.

A. Association Position

The Faculty is seeking the following:

Year 1 ï September 1, 2010 through August 31, 2011 ï ï 3.5%
Year 2 ï September 1, 2011 through August 31, 2012 ï ï 4.0%
Year 3 ï September 1, 2012 through August 31, 2013 ï ï 4.5%

The Association proposes that these increases for its 90 members would cost $150,571 in year one and an additional $178,104 in year two and an additional $208,382 in year three. It argues that this sum is well within the Employer's resource capabilities. Schenectady County press releases, impliedly often self-congratulatory, report showing an accrued $39 million fund balance in 2010 and expense reduction $20 million per year. Moreover, it has implemented four tax cuts in the past six years. NYSUT further emphasizes the Countyøs statement that it has seen positive growth making it the ninth fastest growing county in New York State. Despite this the County as the local sponsor of the college is contributing only 10.1% of its budget requirements which is the lowest in the state and only half as much as the next lowest.

The faculty contends its compensation levels fall far short of prevailing standards and that they have been more harshly deprived than other College and County employees. It cites salary adjustments garnered by administrative personnel in support of that assertion and further contends this unitøs salary schedule does not provide step increments which depresses compensation levels above the entry level relative to those which prevail in comparable jurisdictions where their entry level salaries may compare more favorably. The Association urges that this tends to obscure the actual severity of its members underpayments.

The Faculty cites also changes in the Consumer Price Index, Northeast US, claiming an increase of 2.0 % in 2010 over the 2009 annual and an additional nominally 4% through November 2011.

The Faculty responds to the Employer's denial of retroactive compensation for the 2010-11 contract year arguing that the delays are not attributable to Association conduct but rather to a process that has impeded expeditious resolutions of differences. Firstly, it notes, final authority in the Employer's camp is vested in the Schenectady County Legislature while it is compelled to bargain with an intermediary namely the College Board of Trustees. While the latter are employers the Association urges that bargaining flexibility and final authority resides with the former. This it proposes in itself thwarts a speedy process.

It further cites what it deems to be several key points underlying the lengthy negotiations. Firstly it notes, the College negotiating team initially consisted of five members plus the President in absentia. Even prior to commencement of negotiations two of these individuals had submitted retirement letters and a third would retire before the end of the proposed new CBA while the fourth is engaged in a highly publicized search for a new position elsewhere. This has contributed to delays compounded by introduction of additional bargaining issues namely healthcare and changes in "Christmas Week Shutdown" which arose allegedly improperly, during impasse mediation. The Association accepted a mediated agreement but the Board of Trustees declined ratification further prolonging the impasse leading to the present procedure.

NYSUT also argues the Employer's position is inconsistent with its stated policy of seeking consistency among different bargaining units as it has paid retroactively to both CSEA and CADA. The Association contends there is further disparity between fact and practice in Schenectady's claim of 1.5% increases with CSEA as it ignores the step increments which when factored in result in percentage increases of 3.2 to 3.7%. It asserts an even larger impact in the PEF agreement where salary grade steps show an increase on average of about 5%. Moreover it claims the "unpaid" furloughs claimed by the College are scheduled to be repaid at the conclusion of the CBAôs term. The Faculty asserts that 5% step increases and "unpaid" furlough days payable at the conclusion of the CBA would be acceptable to its members as well.

B. College Position

The cornerstone of the College's position is that it does not have the ability to pay the increases demanded by the faculty. It argues that the legislation implemented in 1971-72 established a financial support formula for community colleges in which the budget would be defrayed by the State of New York the extent of 40% and by tuition charges to the extent of 33.3% and County Sponsor contributions of 26.7%. It notes that this division has never even approached achievement either in Schenectady or elsewhere. In Schenectady the college has financed its rising costs principally through tuition increases. The distribution since 2009 is tabulated below.

TABLE I

SCHENECTEDY CC PERCENT SUPPORT

	Year		
Supporter	2009-2010	2010-2011	2011-2012
New York State	37.1	32.3	32.3
Student Tuition/Fees	48.2	56.4	58.9
Schenectady County*	14.7	11.3	8.8

*County percentage decreases attributable to maintaining the absolute dollar contribution where the total operational costs have increased.

The County pleads it cannot approach satisfying the Faculty demands without increasing the burden on taxpayers which it deems to be intolerable in the current economic climate. The County maintains it has been committed to prudence and its obligations to avoid overburdening taxpayers. To this end it has adopted a number of cost-cutting measures as have other jurisdictions and New York State itself. The adoption of a number of these cost reductions has included layoffs or wage freezes in lieu thereof. The Employer urges that taxpayers are anxious about job loss and mortgage foreclosures and it is not a question of whether they can afford a tax increase but rather whether they can even survive in what has developed into a deeper and longer economic malaise then was originally projected.

Schenectady in common with New York State, a significant if not principal public employer in this region, has in addition to cutting costs striven equitably to deal with their unionized employee demands granting very modest or no salary increases and implementing reduced health insurance costs . It notes Schenectady settled a contract with CSEA in June 2011 providing pay increases of 1.5% on January 1, 2011 and January 1, 2012. The CSEA it notes also agreed to change the health insurance plan and increase member premium share after July 1, 2011.

The State of New York and its 66,000 member CSEA unit reportedly agreed in July 2011 to forego across-the-board salary increases in 2011 and 2012; a $1000 non-base increase in 2013 ($775 in April and $225 in April 2014); 2% increase effective April 1, 2014, and an additional 2% effective April 1, 2015. Additionally members are to take five day unpaid furloughs in 2011 and four day unpaid furloughs in 2012. Employee health insurance benefits were decreased and health insurance premiums contributions are to be increased. The employer notes that the State Professional Employee Federation (PEF) have agreement to a similar settlement is expected.

The Employer cites its obligation to the New York State Teachers' Retirement System and the New York State Employee Retirement which have increased by more than 11% and more than 2.5% respectively in 2011 with further substantial increases projected for 2012.

Of additional fiscal interest it cites the imposition on the College by the County of a new parking assessment which will absorb a sizable portion of the College's fund balance needed for the 2011-2012 academic year

In additional support of its inability to pay the College offers that the New York State funding rates for Full-Time Equivalent students has been reduced by nominally $550 per student since 2009-2010 and that it has been able substantially to offset these shortfalls through increased enrollment but that it pleads is predicted to have maxed-out.

These cost increases are addressed in the 2011-2012 budget by invading the fund balance to the extent of nominally $267,000. However unanticipated in fashioning the budget was the impact of Hurricanes Irene and Lee which visited extensive damage and flooding requiring a number of repairs and restorations which are expected to cost nominally $1 million of which less than nominally $150,000 is covered by insurance.

In order to address these escalated burdens the College argues that fiscal responsibility dictates there should be no retroactivity paid for the fiscal year 2010 2011. It has been through good fiscal management, the Employer maintains, that it has been able to continue offering quality education to its students and employment to the Faculty members paying them equitable salaries in a responsive work environment. While the college has the lowest personal expenditure among 30 other community colleges its teaching faculty salaries ranked 24th among those. The salary total for unit members was nominally $3,900,000 in 2009 2010 so that each percent represents nominally $40,000. The employer calculates the proposed salary increase alone would be nominally $98,000 and 2010-11; and $106,000 in 2011 2012: and $135,500 in 2012-13 for an approximate total of salary increases alone amounting to nominally $340,000 and a total increase over three years of the contract of nominally $642,000. And , it emphasizes these increases would be for salary only with increased health insurance and retirement costs further exacerbating the revenue/expenditure imbalance. The College proposals projected salary alone would be a 2.5% increase (1.5% salary +1% equity costing $97,500) without retroactive payment with an additional nominally $106,000 in 2011 and another $108,500 in 2012 for total of nominally $312,008 total salary increase cost of nominally $516,000 over the three year life of the agreement.

The College takes issue with the Faculty claim that it has, over the years, been losing ground relative to comparably employed faculties. In support of its position it cites the fact that mean salaries here have averaged at least about 24th among 28 from calendar 1991 and 26th out of 30 SUNY Community Colleges since calendar 2001. It offers that it recently posted and advertised two full-time non-teaching positions and received over 200 applications. Though non-teaching they were professional positions and Schenectady argues the robust response inferentially supports the conclusion that the salaries were competitive and consistent with those prevailing in the relevant market area..

The College further elaborates that a time when many public employers are cutting positions and laying off employees it has sought to avoid lay-offs and has hired new professionals in both teaching and non-teaching positions. It further urges that job satisfaction is not a function of salary alone as work environment, equipment, facilities, collegiality, and student success are important factors. While these are not easily measured it boasts of low employee turnover rates among Association bargaining unit members. This it proposes, ipso facto, testifies to a high job satisfaction rate at the College and urges that these parameters too should be placed in the balance when considering compensation.

III. Discussion

The parties are in at least tacit agreement that the 11 SUNY community colleges tabulated below fall within the "comparables" spectrum.

TABLE II

2009-10 Salary Comparisons

College	Total Enrollment	Total Faculty	Avg. Sal	Stud/Faculty Ratio	Inst	Assist P	Assoc P	Prof
MVCC	8051	139	52092	58	41179	47480	55550	69000
TC3	7427	71	58363	105	39522	45345	50112	68597
Jamestwn	5849	75	55142	78	45108	49284	53778	65345
Cayuga	6627	52	64268	127	49833	55810	61857	75660
Herkimer	5114	75	47451	68	39817	43683	52585	58452
ACC	4537	91	53587	50	39138	46291	53410	66809
FLCC	7292	112	54412	65	40391	46491	54589	70697
Genesee	8107	81	51947	100	41463	49984	53245	65775
Jefferson	4617	77	57492	60	43221	53515	62746	74770
Corning	7111	93	53525	76	40814	46395	51076	70315
HVCC	13675	286	61945	48	50729	57238	65287	83077
	78407		610224		471215	541516	614235	768497
Average			55475		42838	49229	55840	69863
Schn CCC			52391		40155	43599	51090	59980
Delta $s			$ 3,084		$ 2,683	$ 5,630	$ 4,750	$ 9,883
$ Req.to Balance								
% Reg to Balance			5.89%		6.68%	12.91%	9.30%	9.30%

Putting aside for the moment historical claims and diverse interpretations, Table II does show the 2009-2010 mean Schenectady salary to fall short of the average by nominally $3000 or just shy of 6%. At the Instructor level the differences is just shy of 7% rising at the Assistant Professor to almost 13% and falling again to just above 9% at the Associate and Professor levels. These outcomes support the FA claim it is near the bottom among comparables and conforms to the College's own ranking placing SCCC at 26th among 30. If we excluded from the Employer's 30 the Fashion Institute, Nassau, Rockland, Suffolk, and Westchester, SCCC position would not be qualitatively improved as it would rank 19th out of 24. However, there is some evidence the differentials have been shrinking but the data is too sparse to support an inference. (See Work Sheet F, attached)

The Administration offers that there are parameters other than salaries and other monetary considerations which need to be included in making comparisons. We concur that workplace ambience contributes to individual satisfaction and is typically evidenced in part by low turnover rates. However we have no way of measuring psychic income differences and no basis on which to infer the Schenectady faculty garners a fuller measure than other faculties. Given the economic climate it is not surprising that turnover is low and employment applicants are abundant but there has been no showing that SCCC faculty is in some sort of warm and protective niche. But even if it does exist it seems unlikely that the implementation of more comparable economic rewards will detract from even an exceptionally commendable workplace ambience. Recognition and praise have been forthcoming and appreciatively received and the partiesô civil demeanors are praiseworthy.

The obverse of comparable practice is of course ability to pay. We are persuaded the cost of compensation increases must be borne by the taxpayers who are themselves generally coping with economic challenges. Obviously, this has been the fate of all SUNY Community Colleges each of which is in some way unique but some twelve of which have been included in forming a subclass of comparables listed in Table II, supra. Within this subclass SCCC average and Instructor salaries rank 9th. In other subcategories Assistant Professors rank 12th; Associates rank 10th, and Professors rank 11th. Ranking is a ready but sometimes misleading tool but it is noteworthy SCCCôs average salary ranking would need to increase by nominally $1200 per annum in order to move up one place. At the instructor level this differential would shrink to nominally $400 and in the Assistant Prof. column nominally about $85 per annum. The one position step up for Associates and Full Professors would require nominal increases in excess of $2000 and $5000 per annum respectively. Presumably, ability to pay was a relevant factor in all twelve colleges and we think it appropriate to delve into the profiles of the various sponsors. Our findings appear in Table III below.

		Table III				
		County Comparisons				
County	Units 2010	Ownership Rate % 2005-2009	Median Value Owner Occupied 2005-2009	Per Capita Income 2009$s	Median Household Income 2009	% Below Poverty Level 2009
Albany	137,739	60.00	$ 192,500	$ 30,063	$ 54,395	11.8
Clinton	35,888	71.20	$ 112,400	$ 22,804	$ 45,740	14.1
Columbia	32,775	73.00	$ 212,200	$ 31,093	$ 49,795	10.3
Fulton	28,562	71.70	$ 91,300	$ 22,234	$ 39,467	17.3
Greene	29,210	73.70	$ 179,100	$ 23,392	$ 45,492	14.8
Jefferson	57,966	60.10	$ 108,900	$ 21,391	$ 42,926	16.5
Montgomery	23,063	70.30	$ 91,900	$ 22,103	$ 39,541	16.5
Rensselaer	71,475	66.50	$ 162,700	$ 27,289	$ 54,262	11.0
Schenectady	68,196	69.90	$ 153,300	$ 27,308	$ 52,675	11.6
Schoharie	17,231	77.40	$ 133,400	$ 23,667	$ 48,640	11.9
Warren	38,726	69.20	$ 169,900	$ 27,014	$ 50,017	10.9
Average	49,166	69.36	$ 146,145	$ 25,305	$ 47,541	13.3
SCCC/Av	138.70%	100.77%	104.90%	107.91%	110.80%	86.98%

The County comparisons placed Schenectady in at least the average of other sponsors. In fact, prevailing incomes in 2009 exceeded the averages by 8% to 10% and the poverty level was 87% of the prevailing. At this juncture we examine how Schenectady has supported its sponsorship relative to other SUNY Community Colleges. The statistics are tabulated in Table IV below.

			Table IV			
		2010-11 Sharing of Operating Charges per FTE				
Community College		Total	Local	Tuition	State	
Adirondack		$ 8,081	$ 1,849	$ 3,924	$ 2,308	
Broome		$ 8,210	$ 2,316	$ 3,623	$ 2,271	
Cayuga		$ 8,428	$ 2,557	$ 3,408	$ 2,463	
Clinton		$ 8,917	$ 2,535	$ 4,022	$ 2,360	
Col Greene		$ 10,027	$ 4,032	$ 3,585	$ 2,410	
Corning		$ 8,306	$ 2,573	$ 3,345	$ 2,388	
Dutchess		$ 7,502	$ 1,915	$ 3,276	$ 2,311	
Erie		$ 6,883	$ 1,416	$ 3,259	$ 2,206	
Finger Lakes		$ 7,385	$ 1,779	$ 3,319	$ 2,287	
Fulton Mont		$ 7,439	$ 1,711	$ 3,361	$ 2,367	
Genesee		$ 7,037	$ 1,528	$ 3,183	$ 2,326	
Herkimer		$ 7,154	$ 1,535	$ 3,368	$ 2,251	
HVCC		$ 8,826	$ 2,607	$ 3,890	$ 2,329	
Jamestown		$ 8,657	$ 2,415	$ 3,713	$ 2,529	
Jefferson		$ 8,352	$ 2,340	$ 3,805	$ 2,207	
MVCC		$ 8,051	$ 2,469	$ 3,369	$ 2,213	
Monroe		$ 6,755	$ 1,108	$ 3,340	$ 2,307	
Niagara		$ 8,077	$ 2,177	$ 3,668	$ 2,232	
N Country		$ 9,065	$ 2,272	$ 3,871	$ 2,922	
Onondaga		$ 7,336	$ 1,211	$ 3,967	$ 2,158	
Sullivan		$ 11,042	$ 4,707	$ 3,989	$ 2,346	
TC		$ 8,369	$ 2,139	$ 4,026	$ 2,204	
Ulster		$ 9,721	$ 3,102	$ 4,274	$ 2,345	
Schenectady		$ 6,933	$ 866	$ 3,788	$ 2,279	
	Sum	$ 196,553	$ 53,159	$ 87,373	$ 56,019	
	Av	$ 8,190	$ 2,215	$ 3,641	$ 2,334	
	Std D	1065	$ 866	$ 311	$ 152	
	Av-SCCC	$ 1,257	$ 1,349	$ (147)	$ 55	
	SC# Std D	1.18	1.56	-0.47	0.36	
	Percentile	12	6	32	36	

Table IV shows the total support for Schenectady CCC was $6933 per FTE in 2010-11. The average for the upstate colleges was $8190 per FTE. Schenectady ranks 22nd out of 24. Based on a statistically normal distribution Schenectady is at around the 12th percentile in ascending order. In a tuition comparison it falls above average at about the 68th percentile. And in support from New York State it received $2279 when the average was $2334. It was in the 36 percentile with eight other colleges receiving less but the differences are generally nominal being in the $50-$75 range.

Schenectady's Tuition differential is a plus which offsets its disadvantageous position in the State Support column. Clearly Schenectady CCC's shortfall in Total revenues per FTE resides as the Association asserts, in the local contribution. In that column we find the average $2215 where Schenectady's is $866. This places Schenectady at about the 6th percentile.

The College confirms the level of County support to have been about 11.3% in 2010-11 and to be at 8.8% in 2011-12. It notes that in 2010-11 the state reduced its share by 1% bringing it to 32.3% which percent is in effect for 2011-2012. The County has continued to contribute the absolute amount paid in 2010-11 into the succeeding year where budget increases reduced it to 8.8%. In 2009-10 students were defraying 48.2% of the budget which increased to 56.4% in the next year and is at 58.9% for 2011-12.

A brief review of some statistics may provide a helpful perspective. The total for the Association proposal exceeds just $1 million over the three year term. The college proposal would fall just shy of $650,000 with retroactive for 2010/11 or just shy of $550,000 without retroactivity over the same three year term. As a portion of the County approximately $65 million budget the FA proposal would equal about 0.52% while the College proposal with retroactivity would amount to about 0.33% and without retroactivity for 0.31%. In considering ability to pay one must recognize that the 2% tax reduction could have accommodated the proposed 0.52% while still providing a respectable reduction to the taxpayers.

In maintaining a more or less fixed dollar contribution over the years the sponsor has not acknowledged perhaps modest but consistent inflation in operating costs the effect of which has been the incremental withdrawal of support. Each incremental support reduction fosters an appearance of excess in Employee salary proposals. At the present juncture the modest fractional percentages are sharply magnified when viewed in connection with the College budget. Specifically the Association demand adds 1.4% while the Administration proposals add 0.89 with retroactivity and 0.82 without to a nominally $24 million college budget. These percentages increase nominally by a factor of 10 when the denominator is the County's support dollars.

The anticipated parking assessment of briefly $100,000 per annum promptly doubling to $200,000 per annum would functionally be a concealed further reduction in County contribution. Each 1% of support money amounts to about $24,000 per annum as a result of which the $200,000 charge to the college, no matter how listed, would amount to a retrieval of more than 8% of the County's support. The actual support will then dip to about 8.2%.We are not persuaded as the Administration urges, that the parking fee constitutes a new and further expense further constricting its already imperiled ability to pay. It will likely increase the shortfall shifting the burden to tuitions and salaries.

We next consider the retroactivity issue. The College argues that following failure to reach agreement prior to the end of the budget year on August 31, 2011 entitlement to retroactive implementation was lost. Among other rationales it cites the lost opportunities for anticipated cost savings to offset at least in part the added salary expenses. One of the cited savings relates to modifications in health insurance costs but there was never an expectation that it would be implemented in the 2010-11 time period. The County predictably anticipated increased salary costs for the 2010-11 academic years and presumably that is reflected in the unappropriated $4.1 million fund balance. When this matter is settled the parties will have agreed, however reluctantly, upon an acceptable salary for the 2010-11 year and while the increase was not timely paid it is implicitly recognized as being appropriate compensation for services provided. While the dilatory negotiations are indisputably responsible they arose out of the process rather than by FA design. That did not benefit its members and deprived them of access to the increased pay. Withholding retroactive payment is likely to have an unintended consequence; namely, that the College wishes to penalize the Employees and tacitly pressure them to be more yielding in future negotiations. Introducing an element of hostility, albeit inadvertently, is likely to have an enduring deleterious affect.

Salary proposals have been something of a moving target and each of the parties attributes this to both negotiating flexibility and new economic developments. The College maintains changes support reduced offerings while the Faculty Association asserts increased proposals are justified. We believe the economic climate changes have been unremarkable but that in any case we are held to the constraints of comparable practice and reasonable consideration of economic realities. The FA explicitly recognizes that a depressed economy prevails but insists the Employer has treated them inequitably relative to other employees. We reiterate that we are unable to delve into the details of the County's agreements with unrelated groups and occupations. However, one can readily understand how disappointing proposals are perceived and exert on unhelpful influence on the dialogue.

We subscribe to the Association's contention that its salary schedule is disproportionately lower than those prevailing in comparable jurisdictions but we are also constrained to recognize that this is not a propitious time for increasing costs. In light of these considerations we recommend adoption of the following:

Year 1	1.5% + 2% equity
Year 2	1.5% + 2% equity
Year 3	2.0% + 2% equity

IV. Recommendations

The undersigned being the duly designated Fact Finder in the above captioned matter recommends the following in resolution of the impasse between the parties.

1. That bargaining unit salaries be increased as follows:

Year	Increases
2010-11	1.5% +2% equity
2011-12	1.5% +2% equity
2012-13	2.0% +2% equity

2. That 2010-11 salary increases be paid retroactively to September 1, 2010

Slingerlands, New York   For the State of New York (PERB)
January 6, 2012

State of New York)   Sumner Shapiro
)   Fact Finder
County of Albany)

Sworn to me this _______day of January, 2012

_____________________________.
Notary Public