

Howard D. Silver  
Arbitrator  
Columbus, Ohio

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In the Matter of Arbitration  
Between

Case No.  
23-06-88-07-29-0042-02-11

The State of Ohio

Grievant:  
Padma Tandon, M.D.

and

The Ohio Health Care Employees Union  
District 1199, WV/KY/OH  
National Union of Hospital and  
Health Care Employees, AFL-CIO

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APPEARANCES

For The State of Ohio

Jennifer Dworkin, Management Representative  
Office of Collective Bargaining

John Rauch, Management Representative  
Ohio Department of Mental Health

For The Ohio Health Care Employees Union,  
District 1199, WV/KY/OH  
National Union of Hospital and  
Health Care Employees, AFL-CIO

Mijo Zakman, M.D., Labor Representative  
Central Ohio Psychiatric Hospital

Cheryl Hill, Labor Representative  
District 1199

Robert Callahan, Labor Representative  
District 1199

## ISSUE

Did Management violate the contract by denying the Grievant, Dr. Padma Tandon, a pay level increase in July, 1988?

The hearing in this matter was held on July 25, 1989, within the offices of the Ohio Department of Administrative Services's Office of Collective Bargaining, 65 East State Street, Columbus, Ohio. The parties were afforded a full and fair opportunity to present testimonial and documentary evidence, examine and cross-examine witnesses, and make arguments supporting their positions. The record in this matter was closed on July 25, 1989.

## BACKGROUND

The parties agreed that this matter is fully arbitrable and properly before the arbitrator.

In 1974 Dr. Padma Tandon was hired as a resident psychiatrist by the Ohio Department of Mental Health at the Central Ohio Psychiatric Hospital in Columbus, Ohio. Dr. Tandon served in this capacity until June 30, 1977. In mid-1977 Dr. Tandon accepted a position at the Veterans' Administration Hospital in Chillicothe, Ohio and served there through the end of 1985. In the second half of 1985 Dr. Tandon spoke to Joseph Howell, then Chief of Personnel at the Central Ohio Psychiatric Hospital, about reemployment as a staff psychiatrist at COPH.

The conversation with Mr. Howell led to discussions in September, 1985 with the Ohio Department of Mental Health's Medical Director, Dr. Davis. Dr. Tandon discussed with Dr. Davis the initial hiring salary for her reentry into CPH's table of organization. According to Dr. Tandon, Dr. Davis told her that she deserved more in salary but Dr. Davis was unable, as a matter of law, to offer an initial hiring salary greater than that which the Department was offering at that time. Dr. Tandon testified at hearing that she accepted the position at the offered salary level because she did not wish to continue to commute from her home in Columbus to Chillicothe.

Dr. Tandon worked from September, 1985 through December, 1985 at the Veterans' Administration Hospital in Chillicothe phasing out her practice there. Dr. Tandon began her employment at CPH, for the second time, on January 10, 1986, under an initial hiring salary agreed to in September, 1985. Shortly after her hire Dr. Tandon discussed with a newly hired staff psychiatrist, Dr. Thakuria, the salary level for newly hired staff psychiatrists. Dr. Tandon was informed by Dr. Thakuria that Dr. Thakuria had received a starting salary at the time of her hire, January 6, 1986, substantially higher than the starting salary paid to Dr. Tandon when Dr. Tandon began her employment with the Department of Mental Health on January 10, 1986.

Dr. Tandon testified at hearing that Dr. Thakuria, in January, 1986, had just recently graduated from medical school while Dr. Tandon had by that time secured twelve years experience in clinical

psychiatry, as well as three years prior experience as a resident psychiatrist at CPH. Dr. Tandon pressed inquiries about why her employment at CPH, in a position identical to Dr. Thakuria's position, had begun under a starting salary that was substantially less than had been paid to Dr. Thakuria. Dr. Tandon first went to Mr. Howell who referred her to the Superintendent of CPH at that time, Daniel Miller. Dr. Tandon testified at hearing that Superintendent Miller told Dr. Tandon that her professional services were critically needed at the facility and that the hospital would correct this inequity. Dr. Tandon testified that Superintendent Miller contacted Dr. Davis but, according to Dr. Tandon, received no response from Dr. Davis. Dr. Tandon testified she was told by Superintendent Miller that he would continue to attempt to resolve this circumstance, but told Dr. Tandon in any event she would have to wait six months before the situation could be remedied.

Effective June 12, 1986 the parties to this proceeding entered into a collective bargaining agreement which was to remain in effect until June 12, 1989. Article 41 of this collective bargaining agreement contains a pay schedule which sets annual salaries for psychiatrists. This psychiatrist pay table, found within Section 41.02 of Article 41, lists eight pay levels divided among four dates: July 1, 1986; January 1, 1987; July 1, 1987; and July 1, 1988. For each pay level under each date there is an annual salary amount intended to be utilized in paying psychiatrists employed within the bargaining unit at CPH.

While Section 41.02 sets out the psychiatric pay table to be used by psychiatrists within the bargaining unit, Section 41.01 addresses, among other things, how psychiatrists employed at COPH at the time the contract went into effect on June 12, 1986 were to be treated upon entering the pay table.

The first paragraph of Section 41.01 provides that effective July 1, 1986, psychiatrists were to be placed at the appropriate pay level closest to their salary then in effect, which would also guarantee an increase in salary. On January 10, 1986, when Dr. Tandon began her latest tenure with the Central Ohio Psychiatric Hospital, Dr. Tandon began at a salary of \$28.40 per hour, an annual salary of \$59,072.00.<sup>1</sup> In contrast, Dr. Thakuria began her initial employment at the Central Ohio Psychiatric Hospital on January 6, 1986, four days before Dr. Tandon's hire, at a starting salary of \$29.73 per hour, resulting in an annual salary of \$61,838.40.

Pursuant to the terms of the collective bargaining agreement between the parties, effective July 1, 1986 both Dr. Tandon and Dr. Thakuria were to be assigned beginning pay levels within the psychiatrist pay schedule within Article 41 of the contract. Each, according to Section 41.01, was to be placed at a level closest to her present salary in a way which guaranteed a salary increase.

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<sup>1</sup> Annual salary levels are based upon a 2080 hour work year, as directed by the first paragraph of Section 41.01 of the collective bargaining agreement between the parties.

Dr. Tandon's annual salary on her hiring date, \$59,072.00, placed her at level three in the July 1, 1986 column, at an annual salary of \$59,883.00. Placement of Dr. Tandon at this pay level assigned her a new annual salary closest to her then annual salary and still guaranteed an increase, in this case a pay raise of \$811.00. In comparison, Dr. Thakuria's then \$61,838.40 annual salary placed her at pay level four, at a new annual salary amounting to \$62,878.00. Dr. Thakuria not only was granted a pay level higher than the pay level assigned to Dr. Tandon, but also enjoyed a salary increase of \$1,040.00, an increase amounting to \$229.00 more than that granted to Dr. Tandon.

Dr. Tandon filed a grievance as to the difference between the hiring salary accorded to herself and that accorded to Dr. Thakuria.

The second paragraph of Section 41.01 of the contract between the parties provides that those psychiatrists receiving initial salary increases upon entry into the psychiatrists' pay table of less than 3%, shall be eligible for movement to the next higher salary level two years after the ratification of the agreement, upon demonstration of good performance measured by performance evaluation. In Dr. Thakuria's case the \$1,040.00 salary increase occasioned by her entry into the Article 41 psychiatrists' pay table resulted in a 1.7% increase over the \$61,838.40 annual salary originally paid Dr. Thakuria. In the case of the Grievant, Dr. Tandon's \$811.00 increase represented a 1.4% salary increase over Dr. Tandon's original annual salary of \$59,072.00. Thus, because

both Dr. Thakuria and Dr. Tandon received salary increases of less than 3% at the time each entered the psychiatrists' pay table, each became eligible to be moved to the next higher pay level two years from the date of ratification of the agreement. As circumstances stood on July 1, 1986, Dr. Tandon could look forward to going to pay level four in two years and Dr. Thakuria could look forward to moving to pay level five in two years.

The third paragraph of Section 41.01 of the collective bargaining agreement provides that those psychiatrists who enter the Article 41 psychiatrist pay table and in so doing receive an annual salary increase of 3% or more become eligible for movement to the next higher pay level after three years of service, assuming demonstration of good performance measured by performance evaluation. This paragraph also provides that if Management determines that a psychiatrist's work is outstanding, Management may offer movement to the next salary level after two years of service.

The final paragraph within Section 41.01 provides that psychiatrists shall not be eligible for any pay supplements, including longevity supplements and professional achievement incentive supplements.

While Dr. Tandon's grievance as to her hiring salary was pending, Dr. Tandon received, effective December 21, 1986, the pay increase mandated by the psychiatrists' pay table appearing within

Article 41.<sup>2</sup> As specified within the column for January 1, 1987, at level three, Dr. Tandon assumed an annual salary of \$62,878.00. Effective the same date, December 21, 1986, Dr. Thakuria, pursuant to the January 1, 1987 column's amount for pay level four, assumed an annual salary totalling \$66,019.00.

In mid-May, 1987, Dr. Tandon's grievance as to her hiring salary was settled. The entire agreement settling this original grievance reads as follows:

In order to resolve grievance #MH-CH-1199-21-87 filed by Dr. Padma Tandon, the Ohio Health Care Employee's Union, District 1199 WV/KY/OH, AFL-CIO and the Department of Mental Health agree as follows:

1. Dr. Padma Tandon shall be upgraded to salary level four retroactive to June 22, 1986 with appropriate reimbursement.

2. This is a full and final settlement to this grievance and there is no further claim of liability.

3. The Union will not proceed to arbitration with the above referenced grievance.

4. This settlement shall not be precedent setting.

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<sup>2</sup> The salary increases mandated by Article 41's psychiatrist pay table for July 1, 1986; January 1, 1987; July 1, 1987; and January 1, 1988 actually occurred just prior to these dates. The arbitrator presumes that the actual starting dates for these increases were selected for administrative convenience; chosen to coincide with the start of the pay periods containing the mandated salary increase dates.



The mid-May, 1987 settlement of Dr. Tandon's original grievance moved Dr. Tandon to pay level four, Dr. Thakuria's pay level.

Effective June 21, 1987, as required by Article 41, Dr. Tandon and Dr. Thakuria moved from the January 1, 1987 column's pay level four salary figure of \$66,019, to the July 1, 1987 column's pay level four salary figure of \$68,661. From July 1, 1987 through June 18, 1988, Drs. Tandon and Thakuria earned the same annual salary.

On June 19, 1988, Dr. Tandon was moved to the July 1, 1988 column for pay level four, to an annual salary of \$71,406. Dr. Thakuria, in contrast, moved to the July 1, 1988 column but to pay level five, to an annual salary of \$74,963. The refusal by Management to move Dr. Tandon to pay level five in the July 1, 1988 column, effective June 19, 1988, as was done in the case of Dr. Thakuria, underlies the grievance in this matter and the claim by the Union that Management has violated Article 41 of the collective bargaining agreement between the parties.

#### POSITIONS OF THE PARTIES

##### Position of the Employer

It is the position of the Employer that Dr. Tandon is presently at the correct pay level as mandated by the collective bargaining agreement between the parties. The Employer points out that as a result of the settlement of her original grievance, Dr.

Tandon retroactively entered the psychiatrists' pay table effective June 22, 1986 at a higher salary level and in so doing enjoyed an annual salary increase of well over 3% above her original hiring salary.

The Employer claims that since Dr. Tandon as a result of the settlement entered the pay table with a salary increase of 3% or more, pursuant to the provisions of paragraph 3 of Section 41.01 the Grievant did not become eligible for a pay level increase until after three years of service had been provided; rather than the two years specified for those psychiatrists who entered the pay table and received a salary increase of less than 3%. The Employer therefore urges that on June 19, 1988 Dr. Tandon was not entitled to placement at pay level five and Dr. Thakuria was. The Employer argues that there has been no violation of the contract in this matter and Dr. Tandon has received all of her rights under the collective bargaining agreement between the parties. The Employer therefore urges that the grievance be denied in its entirety.

#### Position of the Union

The Union argues that the settlement reached in mid-May, 1987 between the parties arose from a completely different grievance, addressing a completely different problem than the problem raised by the grievance herein. The Union contends that the settlement agreement which resolved the original grievance should have no impact on determining the grievance herein. The Union emphasizes

that there is simply no reason to have treated Dr. Tandon any differently in terms of starting salary and career advancement at the Central Ohio Psychiatric Hospital from the way Dr. Thakuria was treated. The Union underscores the inequity of providing substantially more to a less experienced and in some ways less senior bargaining unit member than that which was accorded to Dr. Tandon who has greater experience in practicing psychiatry and has provided more years of service to the Employer than Dr. Thakuria. The Union does not argue for more benefits for Dr. Tandon than those accorded to Dr. Thakuria, but argues that it is unconscionable to provide to Dr. Tandon less than that provided to Dr. Thakuria.

The Union contends that Dr. Tandon entered the psychiatrists' pay table effective June 22, 1986, prior to the mid-May, 1987 settlement, and upon entry to the pay table received a 1.3% pay increase. As this is less than 3% the Union argues that Dr. Tandon is entitled to a pay level advancement following two years of service rather than three. The Union stresses that the settlement of the discrepancy in Dr. Tandon's hiring salary has nothing to do with the issue before the arbitrator in this matter, an issue directed to what pay level should have been accorded Dr. Tandon long after her hire and entry into the Article 41 pay table.

## ANALYSIS

One of the complicating features of the facts of this matter is the significance of dates, specifically dates upon which things occurred and in what order. In the case of Dr. Tandon's hire it is important to remember, for example, that she negotiated her hire by the Ohio Department of Mental Health in September, 1985, four months prior to the date upon which she actually began her employment at CPH, on January 10, 1986. At the time that Dr. Tandon negotiated her starting salary, the Department of Mental Health was, as a matter of law, authorized to offer Dr. Tandon a maximum annual salary of \$59,072.00. Dr. Tandon had been earning more than this amount at the Veterans' Administration Hospital in Chillicothe, but in order to work nearer to her home she accepted the position at this salary and agreed to begin work in January, 1986.

Subsequent to the time that Dr. Tandon agreed in September, 1985 to begin her employment at CPH at an annual salary of \$59,072, the Ohio State Employee Compensation Board raised the maximum amount permitted to be paid to newly hired staff psychiatrists at the Central Ohio Psychiatric Hospital. Dr. Thakuria, who it is presumed accepted employment at CPH after Dr. Tandon, was the beneficiary of this higher starting salary and began her tenure at CPH in January, 1986 at an annual salary of \$61,838.40. Dr. Thakuria's hiring salary was \$2,766.40 higher than that provided to Dr. Tandon.

It could be argued that at the time Dr. Tandon entered a contractual relationship with the Ohio Department of Mental Health, in September, 1985, to provide psychiatric services at Copenhaven Psychiatric Hospital (COPH) beginning in January, 1986, she did so on the basis of the then maximum lawful amount payable to a psychiatrist beginning employment at COPH. It could be argued that the State of Ohio, in January, 1986, simply adhered to the contract previously made between itself and the Grievant in September, 1985. It could be argued that when Dr. Thakuria entered into her contractual relationship with the State of Ohio for purposes of providing psychiatric services at COPH, Dr. Thakuria's contractual relationship was based on a subsequently approved increase in beginning salary, and in paying Dr. Thakuria more than Dr. Tandon the Employer has done nothing more than honor two employment contracts previously made at different times, under different circumstances. It should be remembered that at the time both Dr. Tandon and Dr. Thakuria negotiated their respective contracts with the State of Ohio for staff positions at COPH, a collective bargaining agreement between the parties did not exist. Both Dr. Tandon and Dr. Thakuria therefore were originally employed as individuals and the hiring process utilized for both was unaffected by any larger agreement between the parties.

If, however, the Employer contends that Dr. Tandon received all she was entitled to when she was hired in January, 1986, upon a theory of contract, such an argument leaves unexplained the settlement reached by the Employer and the Union as to Dr.

Tandon's hiring salary. The settlement agreement resolving Dr. Tandon's original grievance directs that Dr. Tandon be upgraded to salary level four retroactive to June 22, 1986, the date upon which psychiatrists within the bargaining unit, including Dr. Tandon and Dr. Thakuria, were first placed under the mandates of the psychiatrist pay table within Article 41.

It is unclear why a settlement, intended to address a difference between what Dr. Tandon received upon hire and what has come to be determined to be what she should have received upon hire dates back not to the January 10, 1986 hiring date but to the date upon which Dr. Tandon and all other bargaining unit psychiatrists came under the requirements of the pay table contained within Article 41. It may be that the parties felt a settlement under the collective bargaining agreement could not reach back prior to the agreement's effective date of June 12, 1986, and therefore the settlement could only date back to the time when psychiatrists actually came under the effect of the pay table; or it may have been that the parties could not agree to settle the grievance for back pay compensation prior to June 22, 1986; or the June 22, 1986 date may have simply resulted from an arbitrary compromise between the parties. Whatever the reason for settling Dr. Tandon's original hiring salary grievance by means of adjusting her salary retroactive to June 22, 1986, the fact remains that this settlement intended to address the hiring salary of Dr. Tandon, specifically the claim that Dr. Tandon's original hiring salary was incorrectly low.

The Employer contends that on the date of settlement in mid-May, 1987, Dr. Tandon was assigned an annual salary level of \$66,019, as that salary appears on pay level four within the January 1, 1987 column within Article 41. Management contended in its closing argument that this salary increase, effected by the settlement agreement moving Dr. Tandon from a hiring salary level of \$59,072 to a salary level of \$66,019, represents an 11% pay increase upon entry to the pay table, and delays Dr. Tandon's next pay level rise three years rather than two years, as required by the second and third paragraphs of Section 41.01 of the contract between the parties.

In making the above argument, however, the Employer compares a January 1, 1987 annual salary amount to annual salary amounts which were relevant only to July 1, 1986. The settlement agreement between the parties resolving Dr. Tandon's original grievance ordered that Dr. Tandon be upgraded to salary level four retroactive to June 22, 1986. As stated previously, Dr. Tandon had originally entered pay level three at the \$59,883 level and the settlement between the parties directed that effective June 22, 1986 Dr. Tandon be paid as if she had entered pay level four on that date. Pay level four, effective June 22, 1986, yielded a \$62,878 annual salary and the \$66,019 salary would not have become effective until January 1, 1987. Since the settlement was reached in mid-May, 1987, on the settlement date Dr. Tandon's annual salary level would have been adjusted to \$66,019, but this was not the salary of Dr. Tandon when she entered the pay schedule of

Article 41 on June 22, 1986, neither originally nor retroactively under the settlement.

If the effect of the settlement agreement is to be used in calculating the increase enjoyed by Dr. Tandon upon retroactive entry into the pay table, effective June 22, 1986, coupled with a claim that Dr. Tandon's original hiring salary was \$59,072, it is the level four annual figure appearing within the July 1, 1986 column which must be used for purposes of comparison, an annual amount of \$62,878. Thus, employing the settlement agreement in determining what increase Dr. Tandon enjoyed upon retroactive entry into the pay table reflects an original hiring salary of \$59,072, a retroactive June 22, 1986 pay table entry salary of \$62,878, and a pay increase of over 6.43%. As stated previously, Article 41 requires those psychiatrists who received a 3% or greater salary increase upon entry into the pay table to wait three years for their next pay level increase.

The essential number in this arbitration is what is determined to be Dr. Tandon's hiring salary. If Dr. Tandon's hiring salary may be something less than the hiring salary paid to Dr. Thakuria, this difference results in different treatment of Dr. Tandon and Dr. Thakuria. If Dr. Tandon's hiring salary were determined to be the same as Dr. Thakuria's, it would follow that to treat identically situated employees differently would be a violation of the contract.

The Employer has explained generally why Dr. Tandon's hiring salary could be no higher when her employment was agreed in



September, 1985, but has provided no explanation as to why that agreed salary, which in September, 1985 was pegged to a maximum allowable hiring rate, could not have been adjusted in January, 1986 to equal the new maximum hiring rate. Considering that Dr. Tandon agreed originally to employment relying on statements by the Employer to the effect that she was receiving the maximum allowable salary for the position she was to fill, and considering Dr. Tandon's longer previous CPH employment and greater experience than that of Dr. Thakuria, nothing within the record of this arbitration reflects why this matter was not discussed with Dr. Tandon at the time of her hire in January, 1986, and why she had to discover these facts through discussions with a colleague. It could be argued that whether or not the Employer withheld this information from Dr. Tandon in January, 1986, the fact remains that at the time the employment contract was created between the parties, both had been acting in good faith and had been truthful with the other on all matters as they existed at that time. Such an argument could lead to the conclusion that while the difference in salary between Dr. Tandon and Dr. Thakuria may seem unfair, the agreement reached by Dr. Tandon with her employer was valid when it was made and should be enforced. The enforcement of such an agreement would leave Dr. Tandon with a hiring salary of \$59,072, and her entry into the pay table within Article 41 would therefore result, after taking into consideration the settlement of her original grievance, in a pay increase of over 6% in comparison to her hiring rate of \$59,072.

The flaw in the above reasoning can be found in the settlement reached between the parties which was intended to settle the grievance originally filed by Dr. Tandon as to her hiring salary. Whether or not the Employer had a duty to adjust Dr. Tandon's hiring salary is not an issue before this arbitrator. The existence or absence of such a duty would have been decided by an arbitrator chosen by the parties in the original grievance had the matter not been settled. What is not in dispute, however, was the intention of both parties to settle a grievance arising from the hiring salary level received by Dr. Tandon. The retroactive nature of this settlement, while dating back only to June 22, 1986 for purposes of compensation, intends to address a hiring salary received on January 10, 1986. The settlement clearly intends to resolve a grievance which arose from circumstances arising on January 10, 1986, the date of hire of Dr. Tandon.

The arbitrator therefore finds that the mid-May, 1987 settlement agreement between the parties, if not by its express terms then by its spirit, was directed to the hiring salary of Dr. Tandon on January 10, 1986, and recognized the inequity of providing to Dr. Tandon a hiring salary of \$59,072, rather than the maximum \$61,838.40 hiring salary allowable by law in January, 1986.

It would seem incongruous to the arbitrator to find that it is Dr. Tandon's hiring salary that was intended to be remedied by the mid-May, 1987 settlement, and then employ the \$59,072 hiring salary as the number to be compared to Dr. Tandon's June 22, 1986

salary upon entry into the pay table contained within Article 41. If the settlement was intended to address a hiring salary inequity and the inequity arose from Dr. Tandon's lower starting salary, it makes no sense to decide the grievance herein based on a number the parties agreed in their mid-May, 1987 settlement was inadequate for purposes of a hiring salary for Dr. Tandon. If this figure, \$59,072, was incorrectly low, and the settlement of Dr. Tandon's original grievance recognized this figure was too low, a different hiring salary must be employed for purposes of comparing Dr. Tandon's hiring salary to Dr. Tandon's entry salary when entering the Article 41 pay table. The only other figure which presents itself with any logic is the hiring salary level extended to Dr. Thakuria, a maximum hiring salary in effect in January, 1986.<sup>3</sup> If Dr. Tandon's hiring salary is viewed as \$61,838, the same as Dr. Thakuria's in January, 1986, Dr. Tandon's retroactive June 22, 1986 pay table entry salary, \$62,878, represents a 1.7% salary increase, the same increase enjoyed by Dr. Thakuria, resulting in eventual advancement through the Article 41 pay table in the same way as Dr. Thakuria.

The arbitrator finds that though Dr. Tandon waived back pay compensation for the six months between January 10, 1986 and June 22, 1986, compensation which would have remedied the shortfall in

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<sup>3</sup> This view is buttressed by the settlement assignment of Dr. Tandon to a pay table entry salary, effective June 22, 1986, of \$62,878, reflecting that Dr. Tandon's original hiring salary should have been between \$59,883 and \$62,878. Obviously \$61,838 falls in this range.

her hiring salary during these six months, Dr. Tandon should not now be further penalized by employing her original \$59,072 hiring salary for purposes of comparison to her retroactive June 22, 1986 salary earned upon entering the Article 41 pay schedule. It seems patently unfair to the arbitrator to settle Dr. Tandon's original hiring salary grievance through recognition that Dr. Tandon's hiring salary was too low, and then use the too low original hiring salary to determine the percentage of Dr. Tandon's June 22, 1986 pay table entry increase, a percentage which determines whether Dr. Tandon must wait two years or three years for her next pay level increase.

The arbitrator finds that Dr. Tandon's salary increase percentage arising from her entry into the Article 41 psychiatrist pay table should not be based on Dr. Tandon's incorrectly low \$59,072 original hiring salary, a salary remedied by the mid-May, 1987 settlement between the parties, but rather upon the higher maximum original hiring salary permitted in January, 1986. It is therefore found that the increase enjoyed by Dr. Tandon, effective June 22, 1986, upon entry into the Article 41 pay table was less than 3% and therefore she is entitled, effective June 19, 1988, to be moved to the fifth pay level within the July 1, 1988 column within Article 41's P-1 pay table, resulting in an annual salary of \$74,963.00.

AWARD

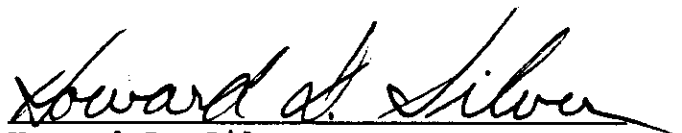
1. Management did violate the contract by denying the Grievant, Dr. Padma Tandon, a pay level increase in July, 1988.

2. The grievance is sustained.

3. Effective June 19, 1988, the Grievant, Dr. Padma Tandon, shall be placed at pay level five under the July 1, 1988 column within pay table P-1 of Article 41 of the collective bargaining agreement between the parties, a collective bargaining agreement in effect from June 12, 1986 through June 11, 1989.

4. The Grievant, Dr. Padma Tandon, shall be paid the difference between the compensation received and the compensation she would have received had her salary been adjusted as specified within paragraph three of this award.

5. The Grievant, Dr. Padma Tandon, is entitled to any and all pay and benefit increases she would have received had her salary been adjusted as required by paragraph three of this award.

  
Howard D. Silver  
Arbitrator

August 21, 1989  
Columbus, Ohio