

#869

REVIEWED BY

JUN 16 2004  
CL. 6-16-04  
GRIEVANCE COORDINATORAWARD

There was limited bargaining history surrounding the disputed portion of Article 36.05. What is clear, however, is that the Union was able to capture a guarantee, agreed by the Employer, that a point factor analysis and/or a market wage study could result in an increase to an existing assigned pay range, but could never result in a decrease in the assigned pay range. A reduction in an existing pay range does not take place when the Employer overrides a point factor analysis with a market wage study and retains the existing assigned pay range. The parties never negotiated a specific exception to the general understanding previously articulated. In fact, the language in Article 36.05 contemplates the adjustments made by the Employer. Let me say, however, that a record still has to be established in support of the actions taken. Just because the Employer has the right to apply the previously articulated procedure does not mean that it has done so properly in any particular instance.

June 14, 2004  
Moreland Hills, OH 44022

  
Dr. David M. Pincus  
Arbitrator