BEFORE THE ARBITRATOR

In the Matter of the Arbitration of a Dispute Between

FOND DU LAC COUNTY

and

FOND DU LAC COUNTY SOCIAL SERVICES EMPLOYEES LOCAL 1366E, AFSCME, AFL-CIO

Case 176
No. 66362
MA-13502

(Reduction in Hours Grievance)

Appearances:

Michael Marx, Fond du Lac Human Resources Director, 160 South Macy, Fond du Lac, WI, appearing on behalf of Fond du Lac County.

Thomas Wishman, Staff Representative, AFSCME District Council 40, P.O. Box 2236, Fond du Lac, WI, appearing on behalf of Fond du Lac County Social Services Employees Local 1366E, AFSCME, AFL-CIO.

ARBITRATION AWARD

Fond du Lac County, hereinafter County or Employer, and Fond du Lac County Social Services Employees Local 1366E, AFSCME, AFL-CIO, hereinafter Union, are parties to a collective bargaining agreement that provides for the final and binding arbitration of grievances. The Union, with the concurrence of the Employer, requested the Wisconsin Employment Relations Commission to appoint a WERC commissioner or staff member to hear and resolve a dispute between them. Commissioner Susan J.M. Bauman was so appointed. A hearing was held on December 21, 2006 in Fond du Lac, Wisconsin. The hearing was not transcribed. The record was closed on February 21, 2007, upon receipt of the Union's reply brief.[1]

Having considered the evidence, the arguments of the parties, the relevant contract language, and the record as a whole, the Undersigned makes the following Award.

[1] The Employer granted the Union an extension until the Close of Business on February 20 to file its reply brief. The Union complied with this deadline via e-mail. The February 21 date referenced above is the date upon which the mailed copy was received.

ISSUE

The parties stipulated that there were no procedural issues. They were unable to stipulate to the substantive issue and agreed to allow the arbitrator to frame the issue based upon the parties' proposed issues and the evidence presented. The Union frames the issue as:

> Did the Employer violate the collective bargaining agreement during 2006 when it unilaterally reduced the work hours of employees in the bargaining unit? If so, what is the appropriate remedy?

The Employer would frame the issue as:

> Did Fond du Lac County violate Article 26 – Lay-off by not implementing the lay-off procedures when it reduced the hours of all employees in the Department of Social Services (except group homes) by 1 hour per week effective May 19, 2006?

Based on the evidence and arguments presented, the undersigned adopts the following statement of the issue:

> Did the Employer violate the collective bargaining agreement by reducing the employee work week by one (1) hour from May to December? If so, what is the remedy?

BACKGROUND AND FACTS

The essential facts of this case are straight forward and not in dispute. During the development of the 2006 Fond du Lac County budget, the Social Services Department (DSS) was informed that it was facing a budget shortfall of approximately $100,000 for 2006. The Employer approached the Union and asked that the members of the bargaining unit, other than group home employees, voluntarily agree to a reduction in work hours to meet the short fall. No agreement was reached between the Union and the County.

By memo dated November 16, 2005, then Social Services Director Ed Schilling sent a memo to all DSS staff which read as follows:

> As you are aware, development of the 2006 DSS budget has been a disheartening task due to insufficient State revenues. At the same time, the County is constrained from increasing the tax levy to try to compensate for the inadequacy of State revenues. This has negatively impacted all County operations.

> The original proposed 2006 DSS budget would have required an increase in County levy of $795,000. We were able to reduce this levy increase by making some drastic adjustments, including not funding 4.5 FTE actual and anticipated (retirement) vacancies in 2006, and declining to fund two DCP positions that provided exclusive service to DSS. The adjustments left us $100,000 shy of the need to craft a 2006 budget that required no additional County levy. This fiscal crisis comes at a time when we have already made significant reductions, including lay-offs, in previous years.
>
> I have concluded that the best way to address the budget shortfall would be to reduce normal hours of operation by closing at 3:30PM on Fridays, for thirty-two weeks. This would reduce the annual hours for each employee (except Group Home Workers) by thirty-two. The financial impact on employees would be spread out over thirty-two weeks, resulting in a reduction of two hours per pay period for sixteen pay periods. Because the actual percentage decrease in annual hours is so small, the County will not proportionately decrease vacation and sick leave accumulation. It is my intent to implement this change in work hours (8:00AM – 3:30PM on Fridays) May 19, 2006.
>
> This reduction would not impact Group Home Workers due to the fact that we are required by law to maintain certain staffing standards at the Galow Group Home and the Sheltercare facility.
>
> Hourly non-represented employees would be subject to the same reduction in annual hours, with the same time frame. Salaried management staff would also have their annual hours reduced by the same amount, although the process would differ somewhat to conform to the requirements of the Fair Labor Standards Act. The reduction in hours would be the same as for represented staff.
>
> The decision to reduce hours as outlined above was arrived at after careful deliberation and consideration of other alternatives. Any further layoffs to address this unprecedented budget shortfall will severely limit the department's ability to meet all it's [sic] responsibilities in an acceptable manner. Any layoff of Social Workers would necessitate the transfer of Social Workers to the Access and Ongoing Child Protective Services units from other units. This is not an acceptable option at this time.

On December 1, 2005, the Union filed a grievance contending implementation of this change in hours "constitutes a violation of Article 26 – lay-offs by not implementing the lay-off procedure when workforce reductions are necessary. Furthermore the employer will, when the hours are reduced, violate Article 14 which sets the hours for bargaining unit employees." The Union asked that the County "cease and desist from implementing a unilateral change to the working hours of bargaining unit employees" and that it "[i]mplement the lay-off provisions of Article 26 if necessary."

The grievance was denied, and the hours of employees were reduced, effective May 19, 2006.

RELEVANT CONTRACT PROVISIONS

ARTICLE I. RECOGNITION AND UNIT OF REPRESENTATION

1.01 The Employer recognizes the Fond du Lac County Social Service Employee's Union, Local 1366E, AFSCME, AFL-CIO, hereinafter referred to as the "Union" as the exclusive bargaining representative for the purposes of conferences and negotiations with the Employer, or its lawfully authorized representatives, on questions of wages, hours and other conditions of employment for the unit of representation consisting of all regular full-time and regular part-time employees of Fond du Lac County Social Services Department, including clerical, eligibility consultants, eligibility consultant specialists, energy assistance workers, social services aides, home consultants, in-home trainers, Galow Group Home employees, Shelter Care employees and all other paraprofessional employees and excluding all professional employees, the work supervisors, the director, the director's personal secretary and administrative assistants.

1.02 The Employer agrees that there shall be no discrimination against any employee because of Union activities or membership.

. . .

ARTICLE V. MANAGEMENT RIGHTS

5.01 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer. The Union recognizes the prerogative of the Employer to establish reasonable work rules. The employer agrees to provide the Union with a written copy of all proposed changes to work rules not less than 30 days prior to their implementation.

. . .

ARTICLE VII. GRIEVANCE PROCEDURE

7.01 Grievance: Any matter involving the interpretation, application or enforcement of the terms of this agreement or a claim by an employee, employees or Union that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. . . .

Step 4. Any grievance not settled in Step 3 above and timely notice for appeal to Step 4 in writing served on the opposite party to include the Director by the party appealing shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a Commissioner or member of the Staff to serve as the Arbitrator and the Arbitrator shall make a decision on the grievance which shall be final and binding on the parties.

. . .

ARTICLE XIV. HOUR OF WORK

14.01 **Normal work schedule for full-time employees:**

a. Galow Group Home and Shelter Care Employees.

1. The normal schedule of work shall be five (5) consecutive days commencing Sunday or Monday

. . .

b. All Other Employees:

The normal schedule of work shall be Monday through Friday. The normal work day shall be seven and one-half (7 ½) hours per day. The regularly scheduled work day will be the agency's hours of business from 8:00 A.M. to 4:30 P.M. with one (1) hour allowed for lunch subject to the following exceptions.

. . .

14.02 The shift schedules as outlined above are subject to the right of the Director to change in an emergency or if the change will result in a measurable improvement in the service to the public or the operation of the department. A change can not be made if the sole purpose of the change is to eliminate or reduce overtime.

14.03 The provisions of this Article shall in no way be construed as a guarantee by the Employer of any amount of work in any period or as a limitation on hours of work in any period and the Director may require modifications of said hours under unusual or emergency conditions.

. . .

ARTICLE XXVI. LAY-OFFS

26.01 **Purpose:** This lay-off procedure is intended to give due consideration to the essential factors: length of service, performance and other factors, considered in such a way as to be fair to all employees and to retain for the County service its most effective and efficient personnel.

26.02 **General Rules for Lay-off:**

a. No employee with permanent status shall be laid off from any position while any limited term, emergency or probationary employee is continued in a position of the same class or equivalent class in the department.

b. An employee with permanent status whose services are terminated through lay-off in a given class has the has the [sic] right to induce lay-off considerations (bumping) in another class at the same or lower level regardless of whether a vacancy exists. In order for an employee to bump into a position he/she must be able to perform the duties of the position into which they are bumping. The resulting pay of an employee who bumps shall be established at the step in the new classification that is closest to his/her rate of pay immediately preceding the bump except that the employee shall not be entitled to an increase in pay upon bumping.

. . .

26.03 **Lay-off Procedures**

a. Within the Department the Employer shall determine the class(es) to be affected and the number of positions to be vacated in each classification.

1) Terminate any limited term, emergency or probationary employees in the same class(es) or equivalent class(es) before commencing any lay-off action of permanent employees.

. . .

POSITIONS OF THE PARTIES

The Union's position is that this is not a complicated matter, and that it can be decided based on the contractual language and the history between the parties. Article 14.02, section b, is clear and unambiguous in stating that the work week for employees other than those at the Group Home, shall be Monday through Friday, and it shall be 7 ½ hours per day.

Sections 14.01(b)(1) and 14.01(b)(2) provide direction for those instances in which the Employer needs to assign work outside of the regular workday, but there is no provision for a work week of less than 37 ½ hours.

Although Section 14.02 provides that the Director may shift schedules "in an emergency" or if the "change will result in a measurable improvement in the service to the public or the operation of the department," neither of these situations pertains to the budget deficit and, accordingly, Section 14.02 is inapplicable.

Section 14.03 provides that the schedules are not a guarantee by the Employer of any amount of work in any period, and the Director may require modifications of the hours under "unusual or emergency conditions." The Union avers that no such unusual or emergency conditions existed as of May 2006. Budgetary shortfalls have occurred on several previous occasions, the most recent being in 2003. The shortfall at that time was more severe than that facing the County for 2006. Prior shortfalls have always been dealt with by utilizing the contract's lay-off provision, which is what the Union anticipated would occur in 2006.

The Union further argues that unusual or emergency circumstances are of a short duration, not for an entire year as occurred here. Further, according to the Union, the Employer's actions do not support the assertion that unusual or emergency circumstances existed. Arguments regarding the manner of making the decision to reduce hours across-the-board, and how the information was conveyed to the staff are presented to support the Union's contention that the Employer did not perform the analysis necessary or consider any alternatives to an across-the-board reduction in hours that would be required to demonstrate that unusual or emergency conditions existed. The Union takes issue with the contention of the Employer that the decision to reduce hours was made only after much consultation and deliberation with the County Executive, the Union and staff.

Finally, the Union argues that the lay-off provision contained in the collective bargaining agreement serves as a limitation on the Employer's right to invoke partial lay-offs and that the Union properly anticipated that lay-offs would be utilized to meet the budget deficit inasmuch as this had occurred during prior budgetary crises. The Union contends that the County has made no attempt whatsoever to demonstrate that utilization of the lay-off procedure would result in significant harm to the Employer or citizens of the County.

The Union distinguishes the arbitral precedent relied on by the County. It argues that a portion of Arbitrator Gordon's decision in MARATHON COUNTY actually supports the Union in that the reduction of hours violates the reasonableness language of the management rights clause. RICHLAND COUNTY, which deals with a single employee whose position was reduced from full-time to part-time, is not relevant to the instant dispute. With respect to JACKSON COUNTY, the Union points out that the change in work week was for a short duration, unlike the seven (7) month duration in the matter at bar. Additionally, although the Arbitrator found that if he accepted the Union's argument that a lay-off should have occurred, it had in fact occurred because all the affected employees had all of their hours eliminated on the three days in question, something that did not occur in Fond du Lac County.

The County contends that it did not violate the terms of the collective bargaining agreement, specifically Article XXVI – Lay-off. The County cites numerous arbitration authorities for the proposition that a lay-off does not include a reduction in hours. The Employer further argues that it has the right to determine the employee work hours, work schedules and the number of hours to be worked, a right that has not been bargained away. It points out that Section 14.01 defines the normal schedule of work and that Article 14.03 specifically provides that the provisions of Article XIV shall not be construed as a guarantee of any amount of work. The County contends that it is vested with the right to reduce work hours and no provisions within the contract specifically limits that right.

The County points out that it had legitimate reasons for reducing the hours of union employees, as well as that of managers and non-union employees. The action was undertaken to provide the best service to the clients with the limited resources available and was not arbitrary, capricious or discriminatory.

The lay-off provisions of the collective bargaining agreement do not obligate Fond du Lac County to lay-off employees instead of reducing hours. Absent such a provision, the County argues that it has the contractual right to adjust work hours. It is a management right to determine how to deal with each budgetary situation and history or past practice plays no role.

Finally, the Employer contends that the Union argument that insufficient funds to operate or fund all functions of the department is not an unusual or emergency situation is "seriously flawed." The County had to address the shortfall, and to require a lay-off as the Union contends is simplistic. JACKSON COUNTY established that a budget shortfall is adequate justification for management to vary the work week.

DISCUSSION

Issue

At hearing, the Employer raised a concern regarding referral to both the hours of work clause (Article XIV) and the lay-off clause (Article XXVI) being included in the Union's proposed statement of the issue. The Employer contended that the issue, as originally presented, only concerned a violation of the lay-off clause. Because the grievance filed by the Union clearly alleged that "the employer will, when the hours are reduced, violate Article 14 which sets the hours for bargaining unit employees", I find that, as noted above, the issue to be decided is whether the County violated the collective bargaining agreement, including Article XIV and Article XVI, by reducing employee workload by one hour per week from May 19, 2006 to the end of the year.

Article XIV – Hours of Work

As I previously stated in WAUPACA COUNTY, MA-13252 (BAUMAN, 2/07), the normal work day or normal work week language in a collective bargaining agreement is not a guarantee that every work day or work week will consist of that number of hours. Rather,

> . . . it is clear that there is an expectation on the part of the parties that employees will normally work 36.25 hours in a week. What is not clear from this language is what "normal" means. In daily usage, normal means conforming to the usual standard, typical, or customary. Article 13.01 is not a guarantee that employees will work 36.25 hours per week. Rather it is a statement that the general expectation is that employees will work that many hours, no more and no less.
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> ID., AT P. 11.

Thus, an increase of 2 ½ hours for a two week period was found not to be a violation of a normal work week provision of 36.25 hours. Nor, by extension, would a decrease of one (1) hour per week constitute a violation of Article XIV of the collective bargaining agreement between the Union herein and Fond du Lac County if the normal work week remains 37 ½ hours per week. In the case at bar, however, the reduction of one hour per week continued for 32 weeks, or more than half the year. If employees are not working their normal 37 ½ hour work week for more than half the year, 37 ½ hours per week is no longer the normal work week. Such an extended deviation from the contractual normal work week has redefined the normal work week as 36 ½ hours, in violation of Article XIV of the collective bargaining agreement.

Section 14.02 of the collective bargaining agreement provides that the shift schedules described in Section 14.01 are subject to "the right of the Director to change in an emergency or if the change will result in a measurable improvement in the service to the public or operation of the department. A change can not [sic] be made if the sole purpose is to eliminate or reduce overtime." Although the Employer relies, in part, on this section in support of its contention that it did not violate the collective bargaining agreement, reliance on Section 14.02 is misplaced. It is clear from the language of the Section that the parties were addressing the issue of the Employer's ability to change shifts, not its ability to reduce the hours to be worked by employees. The language clearly anticipates either an emergency situation or a change that would result in improving service to the public, such as scheduling some employees to work after 5 p.m. so as to be accessible to the working public. The caveat that such a shift change not be merely undertaken so as to avoid overtime demonstrates that the parties contemplated changes in hours, including starting and ending times, not a reduction in hours, in bargaining this language.

The County also relies on Section 14.03 in support of its decision to reduce employee work hours by one hour a week for an extended period of time. This section makes clear that the employees are not guaranteed the number of hours that are expressed in Section 14.01,

"Normal work schedule for full-time employees." The language clearly reserves to the Employer the right to reduce hours of work under certain circumstances:

> The provisions of the Article shall in no way be construed as a guarantee by the Employer of any amount of work in any period or as a limitation on hours of work in any period and the Director may require modifications of said hours under unusual or emergency conditions."
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> (Emphasis added)

This clause does not give the County unfettered right to modify the normal work week of its employees. While the language is clear in stating that the work week, hours, and shifts that are referenced in the sections of Article XIV that precede Section 14.03 are not a guarantee that employees will always enjoy that number of hours per week, during the period stated, this section does not permit a wholesale revision of Section 14.01. Further, the absence of the guarantee of the normal work hours is conditioned on the existence of "unusual or emergency conditions." The Union claims that the severe budget shortfall does not constitute the unusual or emergency conditions contemplated by the contract language. The Union states that:

> By definition, unusual or emergency circumstances are just that. They do not happen often, and are for only a short period of time. The issue in the current situation however is anything but limited in scope. The budget shortfall is for the entire year. How, the Union asks, can this situation be deemed an emergency when it continues for the entire budget year? The answer is that it can't be an emergency, not in the sense intended by the parties when Section 14.03 was written.

Union Post-Hearing Brief, at pp. 6-7. The Employer contends that this argument is "seriously flawed". It disagrees with the Union's contention that a budget shortfall is not an emergency.

ENCARTA DICTIONARY defines an emergency as a "sudden crisis requiring action, an unexpected and sudden event that must be dealt with urgently." The THESUARUS defines an emergency as a crisis, urgent situation, disaster and tragedy. Unusual is defined in ENCARTA as rare, not common or familiar, and remarkable or out of the ordinary. These definitions lend support to the Union's interpretation of Section 14.03.

While no person would welcome a budgetary shortfall, the fact is that the County was able, in 2005, to plan how it would deal with the lack of funds in 2006. It is true that the situation had to be dealt with, but not in the timeframe with which one would have to react to

an emergency, such as a lightening strike, loss of power in County buildings or a flood that made it impossible for employees to be present in their normal work places and perform their duties.

Again, while budget shortfalls have, fortunately, not occurred every year in Fond du Lac County, the realities of municipal budgets, and the experiences of the County over the past several years, make it anything but unusual for County administrators and the Department of Social Services to have to look for ways to reduce spending. Accordingly, I do not find that the language of Section 14.03 supports the County's decision to reduce employee work hours.

Article XXVI – Lay-offs

The Union contends that the County also violated the lay-off clause of the collective bargaining agreement when it reduced each employee's work week other than group home employees by one hour from May through December instead of achieving the needed savings by laying off one or more employees.

The lay-off clause does not contemplate partial lay-offs, across-the-board, as was done here or otherwise. There is nothing in this clause which requires the County to fully lay-off an employee rather than partially lay-off some or all of its employees, as long as such does not violate any other part of the collective bargaining agreement. Further, it is important to note that the employees of the group homes were not affected by the change in the work week imposed by the Employer. The record is devoid of information as to the relative seniority of those employees as compared to those who experienced a reduction in hours, who were partially laid-off. There is also no evidence that the manner in which the partial lay-off, reduction in hours, violated provisions of the lay-off clause that require temporary and probationary employees to be laid off before other employees. On this record, there is no evidence of any violation of the lay-off provision, including the seniority aspects thereof. Failure to lay-off is not, in and of itself, a violation of the contractual agreement.
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Reliance on Other Arbitration Awards

The County relies on JACKSON COUNTY, MA-12338 (HOULIHAN, 3/05); MARATHON COUNTY, MA-12962 (GORDON, 11/05); and RICHLAND COUNTY, MA-12254 (MCGILLIGAN, 2/04), in support of its position that it did not violate the collective bargaining agreement by balancing the County budget by reducing the work week of all members of the bargaining unit, other than those working at group homes, by one hour a week between May and December. The Union contends that the Employer's reliance is misplaced and that the cited cases are distinguishable from the instant case.

In JACKSON COUNTY, SUPRA, Arbitrator Houlihan addressed a situation wherein the County reduced the work schedule of Highway Department employees for three (3) weeks in one (1) month. The Union grieved, arguing that the County should have utilized the lay-off provision of the contract rather than reducing hours as it did. The contract at issue defined a regular workweek of five (5) consecutive eight (8) hour days. The arbitrator found that the "Article does guarantee that the normal or typical workweek will be as described." He also found that "Some variation is tolerated. And so, the County would not be free to establish a permanent 32 hour work week." JACKSON COUNTY, at p. 4. Arbitrator Houlihan also found that the lay-off clause had not been violated, as all employees were notified at once of their limited, partial lay-off, thus not violating the seniority provisions.

JACKSON COUNTY differs from the instant matter in that the variation from the regular or normal work week was of very short duration – three (3) weeks out of 52. In this case, Fond du Lac County implemented a change in the work week that lasted more than half of the year, thereby effectively redefining the normal work week, a violation of the collective bargaining agreement.

In MARATHON COUNTY, SUPRA, Arbitrator Gordon found that the Employer had not breached the collective bargaining agreement when it reduced the hours of work of four (4) employees of the Aging and Disability Resource Center to meet budgetary restrictions, rather than by laying off an employee. The collective bargaining agreement in that case provided that subject to certain special provisions, the normal hours of work were from 8 a.m. to 5 p.m., Monday through Friday and 8 a.m. to 4:30 p.m. Monday through Friday, from Memorial Day to Labor Day. Special provisions existed as to Site Managers and Van/Bus Drivers for the Aging and Disability Resource Center Department, but not for the employees subjected to the reduction in hours. The arbitrator found that the Normal Hours of Work clause merely provided the normal hours of operation for the County and did not specify the number of hours that employees would normally work. This is significantly different than the contract in Fond du Lac County which provides for a normal schedule of work consisting of 7 ½ hours per day, Monday through Friday. Thus, while Arbitrator Gordon found that the management rights clause of the Marathon County contract was not restricted in the number of hours of work that it could assign its employees, as long as it was done in a reasonable manner, the same is not true under the terms of the collective bargaining agreement at issue here.

Fond du Lac County also relies on RICHLAND COUNTY, SUPRA, in support of its actions. In that case, Arbitrator McGilligan was asked to address the question of whether the reduction of a full time position to a 17.5 hour position constituted a lay-off creating bumping rights for the former full-time employee and whether the part-time position was a position that had to be posted, pursuant to the terms of the collective bargaining agreement. In denying the grievance, the arbitrator determined that no posting was required as there was no vacancy to be filled. In looking at the bumping language of the contract, Arbitrator McGilligan found that it only addressed reductions in the numbers of jobs in any classification, and made no reference to a change from a full-time job to a part-time job. Based on his review of other arbitral authority, the Arbitrator determined that there had been no violation of the lay-off clause.

Conclusion

Each of the cited arbitration awards is distinguishable from the instant situation. The facts in JACKSON COUNTY are most similar to those here. However, in that instance, the County sought to balance its budget by laying-off all of its employees for a number of hours three times in the year, resulting in a minor deviation from the normal work week established by the collective bargaining agreement. Here, the Fond du Lac County Social Service Department sought to balance the budget by making a small but prolonged modification in the normal work week. Because the deviation extended for more than half the year, it can hardly be said that the normal work week defined by the contract continued to be the norm. Accordingly, I find that Article XVI – Hours of Work has been violated. In so doing, I specifically do not make a finding as to how often the Employer, in the absence of an emergency or unusual situation, may make modifications to the normal workweek. I do not find that the Employer cannot make some short term variations in the work week, in lieu of laying-off personnel. The decision of the Employer to vary the work week and not reduce the number of employees is an appropriate exercise of its management rights. Inasmuch as there has been no showing that the group home employees who did not experience the reduction in work hours were of lesser seniority than those who did experience the reduction, or were temporary or probationary employees, I find no violation of the lay-off clause.

The contract language in question is clear and unambiguous. Accordingly, I have not discussed the manner in which this Employer faced budget deficits in the past, nor whether such actions would constitute a binding past practice.

Based on the above and foregoing and the record as a whole, the undersigned issues the following

AWARD

1. The Employer violated the collective bargaining agreement when it reduced the normal work week by one hour for an extended period of time.

2. The Employer is to make the employees whole by paying them their regular salary, plus any unpaid benefits, for the one hour per week for which they were denied work.

Dated at Madison, Wisconsin, this 13th day of March, 2007.

Susan J.M. Bauman /s/
Susan J.M. Bauman, Arbitrator

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