

BEFORE THE ARBITRATOR

---

In the Matter of the Arbitration of a Dispute Between

**LINCOLN COUNTY HIGHWAY EMPLOYEES,  
UNION LOCAL 332, AFSCME, AFL-CIO**

and

**LINCOLN COUNTY**

Case 263

No. 68815

MA-14354

(Thursday Paycheck Grievance)

---

**Appearances:**

**John Spiegelhoff**, Staff Representative, 1105 East 9<sup>th</sup> Street, Merrill, Wisconsin 54452, appearing on behalf of Local 332, AFSCME, AFL-CIO.

**Dean R. Dietrich**, Attorney, Ruder Ware, L.L.S.C., 500 First Street, Suite 8000, P.O. Box 8050, Wausau, Wisconsin, appearing on behalf of Lincoln County.

**ARBITRATION AWARD**

Local No. 332, Lincoln County Highway Employees, hereinafter referred to as the Union, and Lincoln County, hereinafter referred to as the County or the Employer, are parties to a Collective Bargaining Agreement (Agreement or Contract) which provides for final and binding arbitration of certain disputes, which Agreement was in full force and effect at all times mentioned herein. On April 20, 2009 the Union filed a Request to Initiate Grievance Arbitration and asked the Wisconsin Employment Relations Commission to assign a staff arbitrator to hear and resolve the Union's grievance regarding the Thursday Paycheck issue. The undersigned was appointed as the Arbitrator. The undersigned held a hearing on July 13, 2009, in Merrill, Wisconsin, at which time the parties were given the opportunity to present evidence and arguments. The hearing was not transcribed. The parties agreed that this matter is properly before the Arbitrator. The parties filed initial and reply briefs by September 5, 2009 at which time the record was closed. Based upon the evidence and the arguments of the parties, I issue the following Decision and Award.

**ISSUES**

The parties stipulated to the issue to be decided by the Arbitrator as follows:

1. Did the County violate the Collective Bargaining Agreement when it discontinued issuing paper paychecks to employees on Thursdays at the shop site during the time when they work for ten hour days?
2. If so, what is the appropriate remedy?

**RELEVANT CONTRACTUAL PROVISIONS**

**ARTICLE 3 - MANAGEMENT RIGHTS**

The Union recognizes that the management of the Highway Department and the direction of its working force is vested exclusively in the County subject to the terms of this Agreement. These rights [allow the County]:

...

- C. To determine the type, kind and quality of service rendered to the County;
- D. To determine the location of the physical structures of any division or department thereof;
- E. To plan and schedule service and work programs;
- F. To determine the methods, procedures and means of providing such services;
- G. To establish work rules;
- H. To determine what constitutes good and efficient County service.

...

**ARTICLE 9 - GRIEVANCE PROCEDURE**

...

- B. Decision of the Arbitrator:

...

6. Decision of the Arbitrator: The decision of the arbitrator shall . . . be restricted solely to the interpretation of the contract in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of the agreement.

...

#### **ARTICLE 16 - CLASSIFICATION AND RATES**

A.

...

Paydays for employees shall be every other Friday. The employer shall make every reasonable effort to provide paychecks by Thursday, 3:30 p.m., during the period commencing on the last Monday of April and terminating on the first Thursday of October of each year. During this period the regular work week shall be ten (10) hours per day, forty (40) hours per week, Monday through Thursday.

...

#### **ARTICLE 21 - SPECIAL WORK WEEK**

- A. Work week: . . . “the county shall begin a ten hour day, four day work week during the period commencing on the last Monday of April and terminating on the first Thursday of October of each year. During this period the regular work week shall be ten (10) hours per day, forty (40) hours per week, Monday through Thursday.

#### **BACKGROUND**

The facts are not in material dispute. Lincoln County operates a Highway Department which employees a number of employees represented by the Union. The contract between the parties provides for a ten hour work day, four days per week (4 tens) to begin each year on the last Monday in April and extend through the first Thursday of October. This schedule has been in effect since the year 1986. From 1986 to 1992 the County paid the Highway employees its wages on Thursdays during the 4 ten schedule.

In 1992 the parties bargained an arrangement whereby the County would use “every reasonable effort” to provide paychecks to the Highway employees on Thursdays by 3:30 p.m. during the period of the 4 ten schedule. This arrangement was codified in the Agreement under Article 16 - A. Since that time the County has provided the paychecks on Thursdays per the Agreement. The paychecks were made available to the employees at their individual work sites on these days.

In 2005, and again in 2008, the County notified the employees that, although the paychecks were distributed on Thursdays, the official payday was on Friday and that the checks could not be cashed until Friday. Despite this notice, some of the employees continued to cash their paychecks on Thursday. On October 16, 2008 the County notified the employees that henceforth the paychecks would be available on regular paydays (every other Friday) and would no longer be sent to the individual work sites but would be available for pick up at the County’s Service Center in Merrill. The employees were given the option to accept direct deposit or, in the event they desired, could provide the County with self-addressed stamped envelopes and the check would be sent directly to them.

The Union then filed a grievance regarding the elimination of the paycheck distributions on Thursdays during the 4 ten schedule.

### **THE PARTIES’ POSITIONS**

#### **The Union**

Article 16 (A) is clear and unambiguous that during the period of four ten hour days employees receive their paychecks on Thursdays. The 4 tens have been codified in the parties’ Agreement since 1986. Because the employees do not work on Fridays during this period the parties created contractual language to afford them the opportunity to receive their paychecks on Thursday. All other employees who receive their checks by direct deposit receive their deposit slips on Thursday. The parties have engaged in a course of action whereby employees who receive their paper paychecks on Thursday have received them at the Merrill or the Tomahawk shop and have been able to cash them on Thursdays.

A review of the language of Article 16 (A) shows it to be clear that the County has violated the Agreement. This clear and unambiguous language must be strictly enforced by the Arbitrator. Citing *SEALY MATTRESS CO.*, 99 LA 1020, 1024 (Heakin, 1994) the Union states that “[T]here is no more fundamental principle in arbitration than that which requires the plain meaning of clear and unambiguous contract language to be enforced and upheld.” The Union argues that arbitrators commonly use extrinsic evidence to understand the history and context of the contractual language in dispute. Bargaining history sheds light on Article 16 (A) and how the parties created and operationalized (sic) it through the years. In the 1992-1993 Contract the parties added the following language: “. . .the employer shall make every reasonable effort to provide paychecks by Thursday, 3:30 p.m., during the period of time when employees are working ten (10) hour days.”

The intent of this language is crystal clear - the County would continue to distribute the paychecks on Thursday during the 4 ten period.

A prior arbitration award analogous to the instant dispute supports the position of the Union. In MARATHON COUNTY, No. 53914, MA- 9486 (Honeyman, 1997) the dispute was whether Marathon County violated the provisions of an existing Memorandum of Agreement as it related to the distribution of paychecks to employees on Thursday during four ten hour days. The language in the Marathon County Memorandum is analogous to the language in the instant Agreement under Article 16 (A) and Arbitrator Honeyman found in favor of the Union in that case. When the two cases are compared side by side, a common theme runs throughout. Both have strong language as it pertains to employees receiving paychecks on Thursdays during four ten hour days and the paychecks were delivered to the shops from which the employees normally worked.

The contract language of “every reasonable effort” compels the County to continue distribution of paper paychecks absent extraordinary circumstances beyond their (sic) control. This language was negotiated in 1992. Exceptions to the Thursday paychecks was infrequent, and at those times the paychecks were distributed on the previous Wednesday when the County made arrangements to deposit money in the payroll account early in order to accommodate the employees. This normally happened on holidays.

While the County argues that the doctrine of constructive receipt restricts it from paying on Thursdays, it is the County who has chosen to construct its payroll system to automatically date payroll checks on Friday. It is also the County who has chosen to deposit payroll and payroll taxes to coincide with a Friday payday. It is entirely possible for the County to deposit the payroll and pay the taxes for those employees who don't work on Fridays (during the 4 ten schedule) and its failure to do so means it has simply chosen not to make “every reasonable effort” to accommodate them.

The grievance must be sustained even though it may require the County to change its current payroll system. County Finance Director Leydet testified that it was possible to change the payroll system for these individuals. To do so, however, would mean more time and effort on behalf of his department. The Union says:

“The County makes emotional appeal in so much to urge (sic) the arbitrator to award for them as it would be difficult for them to make adjustments in their payroll system to date the checks for Thursday, deposit the payroll money for employee accessibility and then deposit the federal payroll taxes so as to comply with IRS regulations. The Union would argue that despite this creating some extra time and energy for the finance department, the contract between the County and Local 332 indicated the County ‘shall make every reasonable effort’ to provide paychecks on Thursdays during the special work week.”

It is not unreasonable for the County to change its payroll system for these employees and because the Arbitrator is limited solely to the interpretation of the Contract he should cause the County to do so.

Bargaining unit employees suffered a financial loss when the County discontinued the distribution of paychecks on Thursdays. Although the County gave the employees the option of having their paychecks available to them at their individual shops on the Monday following payday, if they wanted their checks on Friday they would be forced to drive to the County's Service Center in Merrill. This would incur time and gas usage. So, as a result of the County's violation of the Agreement the employees have incurred a cost and "arbitrators generally find that parties do not negotiate provisions or create language in a contract that would lead to forfeiture or a loss of a negotiated benefit."

The grievance should be sustained and the County should continue making paychecks available to the employees on Thursdays during the 4 ten period. Further, any employees who may have suffered a loss picking up their paychecks on Fridays at the Service Center should be made whole.

### **The County**

The language of Article 16 of the Agreement should be given effect. An arbitrator is without authority to amend or ignore contract language. Contract language is controlling and is to be given effect in arbitral decisions. The Arbitrator should find that it was reasonable to discontinue providing paychecks on Thursdays because those check were being cashed on Thursdays instead of on Friday. If the Arbitrator fails to do so he will have modified, or even deleted, the express terms of the Agreement. Pursuant to the language of Article 16 the County need only make a reasonable effort to provide the paychecks on Thursdays during the 4 ten period. The Union appears to argue that the paychecks must be provided on Thursdays but that was not the parties' bargain. The Union could have bargained language which would have provided a penalty for failing to provide the paychecks on Thursdays but it did not do so. The Union cannot get through arbitration what it could not get through negotiation.

The Union contends that a past practice mandates that employees be provided their paychecks on Thursdays but a past practice cannot alter the language of a contract provision. Also, the distinction between a past practice which is binding and one which is not involves whether it relates to a method of operation or whether it involves a benefit to the employees. This is an operational matter and operational matters always fall within the employer's management rights.

The County's paychecks are dated on Fridays and may not legally be cashed until Friday. The Union has failed to show how the alleged contract violation concerns a loss of a benefit; it has only shown that it represents a self-chosen inconvenience because certain employees have chosen the most inconvenient method of receiving paychecks. Employees are not entitled to cash their paychecks on Thursday so they have no benefit of getting paid on Thursday. Arbitrator Gratz reached a similar conclusion in a similar case in LANGLADE COUNTY (HIGHWAY DEPARTMENT),

DEC. NO. 38719 (Gratz, 1987). In any event, only one witness stated that he had incurred lost time and gas money in driving to the Service Center from his home to pick up his paycheck and there is no evidence that he would not have otherwise driven to Merrill anyway.

Reading Article 16 in conjunction with the management rights clause demonstrates that no contract violation has occurred. It is well recognized that when interpreting the provisions of a labor agreement, the agreement must be construed as a whole. Provisions may not be read in isolation. All provisions of the agreement must be given effect whenever possible:

It is a well-established arbitral principle that the meaning of each contract provision must be determined in relation to the contract as a whole. This is particularly true where, as here, the provisions to be read as a whole are within the same article. . . . To read the provisions of a specific article in isolation from each other, as [proposed], would not be in accordance with accepted principles of contract interpretation... Mid-State V.T.A.E., No. 44162 (Jones, 1991)

The “reasonable efforts” language in Article 16 must be interpreted in light of the management Rights provision. If it were not, the interpretation would be inconsistent with the “payday is Friday” language contained in the same article.

Article 3 (D) gives the County the right to determine the location of the physical structures of any division or department. Hence, the County could contractually relocate the shops of the Highway employees causing an increase in mileage driven by each employee every day. This right illustrates that any claim that the amount of miles that a Highway Department employee has to drive to work or to obtain a paycheck is without merit.

Article 3 (G) affords the County the right to establish work rules. It established a work rule that paychecks could not be cashed until Friday and the rule was not followed. A holding that paychecks be provided on Thursday would thwart this contractual right.

Articles 3 (C) and (F) give the County the right to determine the procedures and means of providing service rendered to the County. This includes making payroll processes as efficient as possible and eliminating waste and potential liability for unwise and illegal practices. Article 3 (H) gives the County the right to determine what constitutes efficient County service. Discontinuing providing paper paychecks on Thursdays is efficient because it reduces liability and administrative costs.

The Union’s interpretation of “reasonable efforts” would be inconsistent with, and nullify, the management rights of the County. To hold that the discontinuance of distributing paychecks on Thursdays is not complying with the “reasonable efforts” language would diminish the County’s reserved management rights and effectively modify the language stating that Payday in on Friday. Reading the “reasonable efforts” language in conjunction with the Friday payday language and the Management Rights article shows that providing paper paychecks on Thursdays instead of Fridays

is not mandatory, but discretionary. Any other interpretation would have the effect of changing the Agreement.

The County has incurred additional administrative expenses in providing paychecks on Thursdays and, because some employees have cashed their paychecks early, the County has become open to potential liability through IRS penalties, overdraft fees and lost interest income. The practice of providing paychecks early has proven to be inefficient and is not mandated under the Agreement.

The Union's interpretation of "reasonable efforts" would be absurd and nonsensical. An interpretation of "reasonable efforts" that creates unnecessary risk and exponentially increases taxpayer expenses, instead of having a few employees either submit an envelope and stamp for less than \$1.00 per month to have their paychecks mailed to them; pick up their paychecks on Monday at their individual shops; or choose direct deposit is nonsensical.

The Union's claim is based on a misunderstanding of the proper standard to consider. The standard is whether taking such an extreme measure as setting up a separate payroll is a reasonable effort. The Union suggests that setting up a separate payroll would be the solution. Setting up a separate payroll for a few individuals would be a processing nightmare and goes well beyond what would be considered a "reasonable effort." Reasonable efforts means doing everything reasonable not everything possible.

### **The Union's Reply**

Article 16 contemplates two different paydays for employees at the Highway Department. "In essence, the County wishes the Arbitrator to conveniently ignore the second sentence of Article 16 in which the parties bargained a completely distinct and separate language which compels them to provide paychecks to employees on Thursdays." The Union advanced contractual language in the 1992-1993 bargain to have the paychecks on Thursday with no exceptions. It was the County who wanted the contractual language of "every reasonable effort." The Union's testimony (Berndt) was that "every reasonable effort" really meant that the County could provide paychecks on a different day other than Thursdays for such circumstances as holidays. If the County really wanted Friday to be the year round payday for Highway Department employees they would have bargained such language.

The County mischaracterizes paydays on Thursdays as a benefit to Employees that can be unilaterally terminated by the County. The County cites LANGLADE COUNTY. That was a past practice case. Here, the Union does not argue past practice. Since the 1992-1993 contract the parties engaged in a course of conduct which carried out the purpose and intent of the bargained language. The benefit of Thursday paychecks cannot be unilaterally discontinued and trumped by the management rights clause or by past practice because the Union has not argued a past practice.

The County argues that potential overdraft fees, lost interest and other penalties support its actions. The record demonstrates that the County has never been penalized by the IRS for



employees cashing their paychecks on Thursdays. The doctrine of constructive receipt can be easily remedied by the County electronically transferring both payroll money and also federal payroll taxes on another day than what it normally would. It is a matter of changing its established payroll system to avoid potential liabilities. No IRS regulation or federal law prevents it from doing so. Every reasonable effort requires it to do so. The County has bargained a two payroll system for the employees at the highway department, paydays on Friday when not on a ten hour day and on Thursday when on the ten hour days.

### **The County's Reply**

The Union deliberately failed to address the direct deposit alternative available to all highway department employees. The availability of direct deposit to allow employees to receive their paycheck on Friday in accordance with the language of Article 16 and not create a possible overdraft scenario for the County cannot be ignored by the Arbitrator. This alternative allows the County to be in full compliance with the contract language and allows the employees to receive their wages in a timely and expeditious fashion.

The language of Article 16 (A) is clear and (un)ambiguous that payday is on Friday. The Union's suggestion that the County could change the payday for certain employees is contrary to the clear contract language. The Union's argument ignores the clear language of the Agreement that paydays for employees shall be every other Friday. If the Arbitrator were to rule in the Union's favor he would be modifying this provision and he is not authorized to do that.

The Union ignores the reasonable effort language and incorrectly suggests that the County must make paychecks available to the employees on Thursdays. "Every reasonable effort" is not mandatory language. The standard procedure used by the County for its payroll system, which allows the County to continue to derive interest income for the monies used for the payroll until the day they are needed for payment of any payroll checks that are cashed or transferred to the employee account by electronic transfer is reasonable and the County should not be required to change that procedure because that would be unreasonable. The County is not required, under the reasonable efforts standard, to create a separate payroll for employees who work a ten hour day. Such a requirement would mean two different deposits and two different payroll runs and is not part of a "reasonable effort" requirement.

The MARATHON COUNTY arbitration award is not controlling because it does not identify a specific payday as is the case here. It makes no reference to paydays being on Friday. Also, MARATHON COUNTY created a requirement (through the use of the word "will") that paychecks be provided to employees on Thursdays. That is not the case here. Lincoln County agreed to provide paper paychecks on Thursday for the convenience of the employees with the understanding that payday would still be on Friday, and only that the County would make reasonable efforts to make the paychecks available on Thursday at 3:30 p.m.

## DISCUSSION

Both sides agree that the language found in Article 16 (A) of their Agreement is clear and unambiguous and should be enforced. The parties do disagree on the interpretation of the language “every reasonable effort” (to provide paychecks on Thursdays during the four/ten hour work day schedule.) The Union says that Article 16 (A) provides for “two contractual and separate paydays - Fridays for non ten hour work days and Thursdays for ten hour work days.” The County concludes that it means that even though Article 16 (A) provides that paydays are on every other Friday it is required to make “every reasonable effort” to provide the paychecks to employees on Thursday during the four/ten hour work day schedule. If additional expenses and/or penalties are incurred by issuing the paychecks on Thursday, the effort becomes unreasonable and may then be unilaterally discontinued.

The Union urges the Arbitrator to adopt the reasoning of Arbitrator Honeyman in MARATHON COUNTY, MA-9486, (Honeyman 1/30/1997). Marathon County and the Highway Department Employees Union agreed to a number of terms for the implementation of a four-day work week during the summer months. The terms of their agreement were set forth in a Memorandum of Agreement which specifically provided, among other things, that “Pay checks *will* be provided to employees on Thursdays, . . .” (My emphasis) The Agreement contained the proviso that if the paychecks were not “available” to supervisors by 1:00 P.M. on Thursday they would then be delivered on Friday. Arbitrator Honeyman ultimately found that the County’s assertion that the checks were unavailable was not persuasive because the unavailability of them was volitional on the part of the County and on that basis ruled in favor of the Union by entering a “cease and desist” order. In MARATHON COUNTY the parties had negotiated language *requiring* the County to provide paychecks on Thursdays *if available*. Here, the parties’ Agreement requires the County only to use *every reasonable effort* to provide the paychecks on Thursday. It is not required to do so if doing so is unreasonable. Therein lies the distinction between the MARATHON COUNTY case and the instant matter. Arbitrator Honeyman’s task was to determine whether the paychecks were *available* on Thursdays while the undersigned’s task is to determine whether it was *reasonable* for Lincoln County to revert to the regularly scheduled paycheck day of every other Friday.

The Union argues that the language in Article 16(A) requires the County to create a separate payroll; one for employees on a five day schedule with paychecks delivered on every other Friday and another for employees on the four/ten day schedule with paychecks delivered on every other Thursday. In order for the County to comply with this requirement it would have to establish two separate deposits into the payroll account and two different payroll runs with checks written on two separate days. The evidence demonstrates that the County collects interest on its deposits prior to moving funds into the payroll account and moving those funds a day earlier would prevent the County from collecting interest for that period of time. The Arbitrator credits the testimony of the County’s Finance Director with regard to the problems of creating a separate payroll system to accommodate the Highway employees. He only has one payroll clerk and a separate payroll would present an additional burden for the clerk. It would create a “processing nightmare” and he questions how the IRS might view two separate payrolls. He is responsible for

the cash flow of the County and does not believe that eliminating interest income on County funds is an efficient use of taxpayer money. The Union contends that the creation of two separate payrolls is not unreasonable and is thus *required* pursuant to the terms of Article 16(A).

In part, the Union relies on the testimony of its witness, Union member Berndt, to bolster its argument that the “every reasonable effort” language actually means that the County is obligated to provide the paychecks on Thursdays except for Thursdays which may fall on a holiday. Berndt testified that the Union, during those bargaining sessions, presented language which would have *required* the County to pay these employees on Thursdays. The County rejected that language and countered with the current “every reasonable effort” language. This testimony shows that Thursday paycheck delivery was not intended to be mandatory. The Union asserts that “If the County truly wanted Friday to be the year round payday for Highway Department employees, they would have bargained such language.” They have bargained such language in Article 16 (A). It says: “Paydays for employees shall be every other Friday.” That sentence is softened by the “every reasonable effort” language which follows immediately thereafter. This language provides for some latitude in the “every other Friday” requirement to allow paychecks to be provided on Thursdays as long as the County does not encounter unreasonable obstacles in so doing but does not change the fact that paydays are “every other Friday.” If the parties had intended for the County to have two separate payrolls they could have, and presumably would have, provided for that. The Arbitrator notes, not without significance, that the paychecks were dated on the contractual payday of Friday and not on Thursdays. This demonstrates that it was the parties’ intent that paydays were to be on Friday and not on Thursday. The fact that some employees cashed their checks a day early on Thursday does not work to change the substantive language of the contract. In fact, these employees were specifically told not to cash the checks until Friday but failed to comply with that rule. This presented potential issues relating to overdrafts and possible adverse IRS consequences because the County had not transferred the payroll monies into the payroll account when the checks were presented for payment.

It is clear that the County has not abrogated its rights as enumerated under Article 3 - Management Rights. It has the right, among other things, to determine what constitutes good and efficient County services and to determine the methods, procedures and means of providing such services. Here it has determined that inefficiencies follow when employees cash their paychecks a day early. The undersigned agrees with the County in this regard. The County also argues that establishing a separate payroll to accommodate the Thursday paychecks, as suggested by the Union, is unreasonable and inefficient and the undersigned is persuaded that this is true. In sum, the County Finance Director’s un-rebutted testimony was that:

1. Following a memo to the Highway Commissioner which provided that employees cease cashing checks on Thursday, employees failed to cease the practice and this caused inefficiencies in County financial operations.
2. He was concerned about this practice because:

- A. It created an issue regarding the post-dating of checks;
  - B. He became aware of the “constructive receipt doctrine” and was concerned that the County could have adverse IRS repercussions as a result;
  - C. The County was not covering the payroll account when checks were cashed on Thursdays because the monies were not transferred until Friday.
3. The action of the County in discontinuing the practice of providing paychecks on Thursday was prompted by the cashing of checks on Thursday.
4. Although it is possible to create an additional payroll to accommodate Thursday paychecks and it is possible to transfer funds on Thursday:
- A. It is inefficient and presents a processing nightmare;
  - B. It would overburden the payroll clerk;
  - C. It would result in a decrease in the amount of interest income received by the County;
  - D. It presents the potential for adverse IRS action.

The Arbitrator finds the Financial Director’s testimony to be credible and is persuaded that the reason the practice was discontinued was because some Highway Department employees ignored the prohibition against cashing checks on Thursday thereby causing unreasonable inefficiencies in the County’s operations and that to continue issuing Thursday paychecks under those circumstances was unreasonable. I am also persuaded that to establish a separate payroll system as suggested by the Union is unreasonable because of the added expense, burden to the payroll clerk and potential IRS repercussions. The undersigned finds no evidence in this record that providing Thursday paychecks, *absent the employees cashing the checks on Thursdays*, would present an unreasonable effort. It should be evident that although the undersigned has determined that the County did not violate the parties’ Contract, such determination is based on the unreasonable consequences to the County resulting from the cashing of paychecks on Thursdays. This award should not be construed by either party to mean that the County may now ignore the “every reasonable efforts” language. It is still required to make “every reasonable effort” to provide the paychecks on Thursdays. If the Undersigned were to determine that the “every reasonable effort” language in Article 16 were now null and void, he would then materially modify the parties’ negotiated agreement and this he may not do. Hence, if the Union members persist in the practice of cashing paychecks on Thursday the County may again discontinue its practice of providing paychecks on Thursdays.

Because the Arbitrator has determined that the County's actions did not constitute a violation of the Contract, there is no reason to consider a "make whole" remedy.

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

**AWARD**

1. The County did not violate the Collective Bargaining Agreement when it discontinued issuing paper paychecks to employees at the shop site during the time when they work for ten hour days.

2. The grievance is dismissed.

Dated at Wausau, Wisconsin, this 26th day of October, 2009.

Steve Morrison /s/

---

Steve Morrison, Arbitrator

SM/gjc  
7495