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AGREEMENT
BETWEEN

THE TRUSTEES OF LAKE TOWNSHIP

AND

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

CORPORALS, PATROLMEN, PART-TIME PATROLMEN

EFFECTIVE: JANUARY 1, 2016
EXPIRES: DECEMBER 31, 2018

TABLE OF CONTENTS

Article		Page
1	PREAMBLE	1
2	RECOGNITION	1
3	FAIR SHARE FEE	1
4	ASSOCIATION REPRESENTATION	1
5	NO STRIKE/NO LOCKOUT	2
6	GENDER AND PLURAL	3
7	DUES DEDUCTIONS	3
8	NON-DISCRIMINATION	4
9	SEVERABILITY	4
10	HEADINGS	4
11	LABOR MANAGEMENT COMMITTEE	5
12	MANAGEMENT RIGHTS	5
13	EMPLOYEE RIGHTS	6
14	DISCIPLINE/CORRECTIVE ACTION	7
15	INTERNAL PERSONNEL INVESTIGATIONS	8
16	PERSONNEL FILES	9
17	GRIEVANCE PROCEDURE	9
18	ARBITRATION PROCEDURE	11
19	COMMUNICATION	12
20	RULES AND REGULATIONS	12
21	JOB DESCRIPTION	12
22	HEALTH AND SAFETY	13
23	USE OF EMPLOYER'S FACILITIES	13
24	SENIORITY	13
25	PROBATIONARY PERIODS	14
26	LAYOFF PROCEDURES	15

27 WORK SCHEDULES 15
28 POSTING OF SCHEDULES 15
29 HOURLY PAY RATES 16
30 OVERTIME AND COURT PAY 17
31 EQUALIZATION OF OVERTIME/OVERTIME PROCEDURES 18
32 SICK LEAVE 18
33 DISABILITY LEAVE 19
34 FUNERAL LEAVE 20
35 JURY DUTY LEAVE 20
36 PERSONAL LEAVE 21
37 COURT LEAVE 21
38 VACATION 21
39 HOLIDAYS 22
40 FATAL FORCE 23
41 TRAINING OFFICER 23
42 HEALTH INSURANCE 23
43 TRAVEL AND ALLOWANCE 24
44 UNIFORM ALLOWANCE 24
45 CREDIT UNION 24
46 MISCELLANEOUS 25
47 DURATION AND EFFECT OF AGREEMENT 25
SIGNATURES 26

ARTICLE 1: PREAMBLE

Section 1: This Agreement is hereby entered into by and between the Trustees of Lake Township, Ohio, hereinafter referred to as "the Employer" and the Ohio Patrolman's Benevolent Association, hereinafter referred to as "the OPBA".

ARTICLE 2: RECOGNITION

Section 1: The Employer hereby recognizes the OPBA as the sole and exclusive representative for those employees of the Police Department in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those officers other than the Chief of Police employed in and holding the classification of Full-Time Corporals, Full-Time Patrolman and Part-Time Patrolman. All positions and classifications not specifically established as being included in the bargaining unit shall be excluded from the bargaining unit. The Employer will forward the OPBA a list of all Employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the-names of all new Employees as hired.

ARTICLE 3: FAIR SHARE FEE

Each Employee covered by this Agreement who fails to voluntarily become a member of the OPBA or authorize dues deductions shall be required as a condition of employment on or after sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is later, to pay the OPBA a fair share fee, which shall not exceed that amount which is allowed by law.

The OPBA shall comply with all applicable laws concerning the collection and assessment of fair share fees. The OPBA further agrees to indemnify the Employer and its agents for any damages that may be assessed against it for its actions in collecting and distributing said fair share fee.

ARTICLE 4: ASSOCIATION REPRESENTATION

The Township recognizes the right of the OPBA to select local Directors, representatives and alternate representatives to represent its members on union matters arising under this contract as follows:

Section 1: *Local OPBA officials*- The local OPBA officials shall provide to the Township an official roster of its officers which is to be kept current at all times, and shall include the following:

A. Name
B. Address
C. Union office held
D. Home telephone number

Section 2: *Grievance Meetings* - A local Director or representative shall be permitted to investigate and process a grievance and attend the meetings as provided in the grievance procedure during working hours without loss of regular pay and such activity shall be with proper regard to the Township's operational needs and work requirements. All local representatives shall cooperate in good faith with the Township in keeping to a minimum the time lost from work due to grievance handling.

Section 3: *Negotiating Committee* - The Township agrees to pay the OPBA negotiating committee for their regular scheduled duty hours lost during agreed upon negotiation scheduled meetings between the OPBA and Township. This benefit will be limited to a maximum of three (3) members of the OPBA.

Section 4: *Union Activities* - The Township agrees that during scheduled working hours, the Director, Alternate Director, and representatives of the OPBA shall be granted reasonable time off from duty hours with pay for the purpose of fulfilling local union related responsibilities

This benefit shall only be utilized with prior approval of the Chief of Police. Said release time will not interfere with work needs. Said release time will not be unreasonably denied by the Employer nor abused by union representatives.

Section 5: *Conference or Seminars* - In the event that the OPBA requests the attendance of local members to a national or state union conference, or any seminar related to OPBA job activity, the local Director or one (1) appointed designee from the OPBA will be permitted up to two (2) days per year total paid leave of absence to attend such meetings. Employees may utilize other available paid leave for the purpose of this Article. The Employees shall make written request for such leaves of absence at least ten (10) calendar days in advance of the requested date.

Section 6: *OPBA* - The Employer shall permit accredited representatives of the OPBA access to the premises to process grievances, attend meetings, post notices and deliver union correspondence provided the Employer shall be given reasonable notice of such visits, and normal and required duty and work shall not be subjected to interruptions and harassments.

Section 7: *Bulletin Boards* - The Township shall provide an exclusive bulletin board for use by the OPBA for the purpose of posting notices. No material of a libelous or political nature shall be posted on the bulletin board.

ARTICLE 5: NO STRIKE/NO LOCKOUT

Section 1: - The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes.

Section 2: Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this section may be grounds for discipline. The OPBA shall not be held liable for the unauthorized activity of the Employees it represents or its members who are in breach of this section, provided the OPBA meets all of its obligations under this Article.

Section 3: The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved by the OPBA. The OPBA shall advise the Employees to return to work immediately.

Section 4: The Employer shall not lock out any Employees for the duration of this Agreement.

Section 5: The employer shall not subcontract any part of the bargaining unit work duties for the duration of the agreement.

ARTICLE 6: GENDER AND PLURAL

Whenever the context so requires, the use of words in the masculine or feminine shall be construed to include either of the genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 7: DUES DEDUCTIONS

Section 1: During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Lake Township Police Department who have already signed such forms or for whom the Employer is currently deducting dues.

Section 2: The initiation fees, dues, or assessments so deducted shall be in the amounts. established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees.

Section 3: The Employer shall deduct dues, initiation fees or assessments to the best of the Employer's ability from the first pay in each calendar month. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4: A check in the amount of the total dues withheld from these employees authorizing a dues deductions shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5: The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 8: NON-DISCRIMINATION

Section 1: The Employer and the OPBA agree not to discriminate on the basis of race, religion, color, against an employee's creed, national origin, age or sex, in accordance with state, federal and constitutional law.

Section 2: The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

Section 3: An allegation of discrimination does not excuse non-performance of one's job duties.

ARTICLE 9: SEVERABILITY

Section 1: In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court, or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement in full force and effect.

Section 2: If in the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the OPBA shall meet within thirty (30) days for the purpose of negotiating a satisfactorily replacement for such provision.

ARTICLE 10: HEADINGS

It is understood and agreed that the use of headings before or after an Article is for convenience only and that no headings shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 11: LABOR MANAGEMENT COMMITTEE

Section 1: A Labor/Management Committee consisting of one (1) representative from each bargaining unit who will represent that unit and an appropriate number of two (2) or more representing Management will be established. This committee will meet on a quarterly basis or as mutually agreed upon by the parties for the duration of this Agreement.

Section 2: The quarterly meetings are established to discuss items of concern which are inappropriate for contract discussions which deal with the Employer and the Employees. Each item shall be submitted ten (10) days prior to the meeting and each item shall be fully discussed in this written form as to what the concern is and what the possible solutions are. Both sides will then determine and set the agenda from these proposals prior to the meeting.

Section 3: The names of those representatives for the employees shall be submitted to management. Management shall submit to the Ohio Patrolman's Benevolent Association the names of their representatives. If either side wishes to substitute a member, it must be done thirty (30) days in advance of the scheduled meeting. Additional meetings may be held if necessary and agreed upon by all parties.

It is understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at Labor/Management meetings, nor shall negotiations for the purposes of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 12: MANAGEMENT RIGHTS

Section 1: The Employer shall have the following exclusive rights to manage and direct the work-force and maintain the efficiency of its operations except as modified by the specific terms of this Agreement:

A. Determine matter of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, and organizations structures;

B. Direct, supervise/ evaluate or hire employees;

C. Maintain and improve the efficiency and effectiveness of government operations;

D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer or assign, schedule, promote or retain employees;

F. Determine the adequacy of the work force;

G. Determine the overall mission of the Employer as a unit of government;

H. Effectively manage the work force;

I. Take actions to carry out the mission of the public Employer as a governmental unit.

Section 2: All other rights not expressly restricted by this contract are retained by Management.

ARTICLE 13: EMPLOYEE RIGHTS

Section 1: An Employee has the right to the presence and advice of an OPBA representative at all disciplinary hearings and/or disciplinary interrogations.

Section 2: An Employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his constitutional rights before any questioning starts.

Section 3: Before an Employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he/she shall be advised that his refusal to answer such questions or participate in such investigation may be the basis of such a charge.

Section 4: Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational necessities require otherwise. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. The Employer may have a transcript of such recording made at the Employer's expense, a copy of which shall be furnished to the Employee.

Section 5: An Employee will be informed of the nature of any investigation of himself prior to any questioning. If the Employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Section 6: With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the Employee.

Section 7: In the course of an internal affairs investigation, a polygraph examination will be administered only with the consent of the Employee under investigation. If, in the course of an internal investigation, an Employee has been given a polygraph examination, such examination shall not be used in any subsequent court action.

Section 8: All complaints by civilians which may involve suspension or discharge of any Employee shall be in writing and signed by the complainant. The Employer will furnish a copy of the Complaint to the Employee against whom the complaint has been filed when such employee is notified of the investigation.

ARTICLE 14: DISCIPLINE/CORRECTIVE ACTION

Section 1: No non-probationary employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any non-probationary employee except for just cause.

The Employer may take disciplinary action for offenses which occur while the Employee is on duty, or which occur while the Employee is working under the colors of the Employer, or in instances where an Employee's conduct violates his oath of office.

Section 2:

A. Discipline will be applied in a corrective, progressive and uniform manner. When an Employee of the bargaining unit is guilty of incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, such individual shall be subject to immediate disciplinary action up to and including dismissal.

B. Progressive discipline shall take into account the nature of the violation, and the Employee's record of discipline as established by Section 6 of this Article.

C. Whenever the Employer determines that there may be cause for an Employee to be disciplined, a pre-disciplinary conference will be scheduled to give the Employee the opportunity to offer an explanation of the alleged misconduct. The pre-disciplinary conference shall be conducted in accordance with Rules 1 thru 3 below. The affected employees may elect to have a representative of the OPBA present at any such pre-disciplinary conference.

1. The Employee shall be provided with a written notice advising him of the charges and specifications of the charges against him. In addition, the notice will list the date, time, and location of the conference. Such notice shall be given to the Employee at least three (3) days before the

conference. The Employee shall be allowed representation of his choice, the cost of which shall be borne by the Employee. Time limits may be waived by mutual consent of the parties.

2. The conference shall be conducted before the Chief of Police. The Employee may offer verbal or written statements from other persons pertaining to the charges during the conference.

3. Within five (5) calendar days after the conference, the Chief of Police shall provide the Employee with a written statement affirming or dismissing the charges based on the strength of the evidence given at the conference by the Employee and the Supervisor. The document will also give the reasons for the decisions.

D. The charges filed must include the following:

1. The specific violation;
2. The date and time of the alleged violation;
3. The place where the alleged violation occurred;
4. A complete as possible narrative concerning the alleged violation.

Section 3: Following the conference, any Employee receiving an order of reprimand, suspension or dismissal may invoke the grievance procedure within five (5) working days of receipt of the written decisions. The Employee may invoke the grievance procedure at Step 3 (Trustees).

Section 4: Prior to the scheduled time of the conference, the Employee may waive his/her right to such a conference, by signing a "Waiver of Pre-Disciplinary Conference" form.

Section 5: The Employer agrees all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 6: Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters under the following time frames providing there are not intervening disciplinary actions on the same offense taken during that time Period:

Oral reprimands - 6 months
Written reprimands- 12 months
Suspensions of less than 3 days- 18 months
Suspensions of 3 days or more- 24 months

Section 7: An Employee may inspect his personnel file as set forth in the Agreement under the appropriate Article related to Personnel Files.

ARTICLE 15: INTERNAL PERSONNEL INVESTIGATIONS

Section 1. In the event the Township is engaged in an internal, non-criminal investigation of any Employee covered by this Agreement, and upon which no charge has been filed, said Employee

shall, as soon as practical, be notified in writing that he is being investigated and as to the nature of the investigation. In addition, the Township shall issue no news releases, photographs, or other documents which identify said Employee.

ARTICLE 16: PERSONNEL FILES

Section 1: There shall be only one Personnel file in the Township. Each Employee may inspect his personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained within. Nothing shall be placed in the Employee's personnel file without their knowledge. An Employee shall be entitled to have a representative of his choice accompany him during such review.

Section 2: The Employee shall be given the right to place a statement of rebuttal or explanation in his file for any document placed there by the Employer. No anonymous material of any type shall be included in the Employee's personnel file.

Section 3: Every Employee shall likewise be afforded the opportunity to voluntarily enter into his file favorable data not so previously included, such as letters or commendations, diplomas, awards and/or other descriptions of professional/educational accomplishments and advancements.

ARTICLE 17: GRIEVANCE PROCEDURE

Section 1: Every Employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own-choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2: For the purposes of this procedure, the below listed terms are defined as follows:

A. Grievance- A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express provisions of this Agreement.

B. Grievant- The "grievant" shall be defined as any Employee, group of Employees within the bargaining unit, or the OPBA having or filing the grievance.

C. Party in Interest- A Party in Interest shall be defined as any Employee of the Employer named in the grievance who it not the grievant.

D. Days- A day as used in the procedure shall mean calendar days, excluding Saturdays and Sundays or Holidays as provided for in this Agreement.

Section 3: The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant, and a general statement of the nature of the grievance and redress sought by the grievant.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.

C. If a grievance affects a group of Employees, or is associated with an Employee wide controversy it may be submitted at Step 3.

D. Nothing contained herein shall be construed as limiting the right of any Employee to discuss the matter informally with the Chief of Police and having said matter informally adjusted without intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement.

E. The grievant may choose one (1) local representative and an accredited OPBA Representative to represent him at any step of the grievance procedure after Step 1.

F. The existence of the grievance procedure, hereby established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies Provided by this procedure.

G. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step. The time limits specified for either party may be extended by mutual agreement.

H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4: All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1 - An Employee who believes he may have a grievance shall notify the Shift Sergeant of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Shift Sergeant will schedule an informal meeting with the Employee and an OPBA Representative, if such representation is requested by the Employee, within five (5) days of the notice of the Employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 - If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of Police within five (5) days of the informal meeting or notification of the Shift Sergeant's decision at Step 1, whichever is later, but not later that seven (7) days from the date of the meeting if the Shift Sergeant fails to give the Employee an answer. The Chief of Police shall give his answer within five (5) days of the receipt of the written grievance.

Step 3 - If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Trustees within five (5) days from the date of rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Trustees or their designee shall consider the grievance at the next regularly scheduled meeting of the Trustees, provided that at least ten (10) days are allowed between the receipt of the appeal and the Trustees meeting. The hearing will be held with the grievant, his OPBA Representative and any other party necessary to provide required information for the rendering of a proper decision. The Trustees or their designee shall issue a written decision to the Employee and OPBA Representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained in this Agreement.

ARTICLE 18: ARBITRATION PROCEDURE

Section 1: In the event a grievance is unresolved after being processed through all steps of the grievance procedure, unless mutually waived then within ten (10) days after the rendering of a decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period the parties will meet to attempt to mutually agree upon an arbitrator. If the parties are unable to agree upon an arbitrator, then the parties shall jointly request Federal Mediation and Conciliatory Service to submit a panel of seven (7) arbitrators from which one (1) shall be chosen by the alternative strike method. Either party may request a second list.

Section 2: The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the Federal Mediation and Conciliatory Service.

Section 3: The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by both parties. All expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other Party.

Section 4: An Employee requested to appear at the arbitration hearing by either party shall attend without necessity of subpoena and shall be compensated at his regular rate for all hours during which his attendance is required by either party. Any request made by either party for the attendance of witnesses shall be made in good faith.

Section 5: The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be final and binding in writing, and a copy sent to all parties present at the hearing. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the specific provisions of the collective bargaining contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper with the limitations expressed herein, nor to make any award that is contrary to law. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management prerogatives involving the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

ARTICLE 19: COMMUNICATION

The Chief of Police has the right to informally discuss problems or work issues with any bargaining unit member without union involvement.

ARTICLE 20: RULES AND REGULATIONS

The Chief of Police or Trustees have the right to establish reasonable work rules and regulations. Except for emergency situations, work rules shall be posted for five (5) working days before they are implemented. Work rules shall be uniformly applied. The parties recognized that not every work rule can be reduced to writing. The Employer retains the right to manage on a day to day basis.

ARTICLE 21: JOB DESCRIPTION

All employees shall be provided with an accurate description of their job. Job descriptions shall be reviewed and updated as required. An employee's job duties shall be substantially in compliance with their job description. Job duties and job descriptions will ultimately be determined by the employer.

ARTICLE 22: HEALTH AND SAFETY

Section 1: The Township agrees to furnish, and to maintain, in safe working conditions all tools, facilities, vehicles, supplies and equipment required to safely carry out the duties of each police officer to the best of the Employer's ability. Employees are responsible for immediately reporting any unsafe conditions or practices and for properly using and caring for all tools and equipment furnished by the Township.

Section 2: Adequate first-aid equipment and training will provided at appropriate locations at the discretion of the Chief of Police.

ARTICLE 23: USE OF EMPLOYER'S FACILITIES

Subject to the approval of the Chief of Police or his designee, the union shall have reasonable usage of Employer facilities including local telephones, long distance phones, copy and Fax machines. Such use shall not be abused. Any abuse is subject to discipline.

ARTICLE 24: SENIORITY

Section 1: Seniority shall be defined by the length of continuous service of a full-time Employee appointed to the Police Department. Date of appointment to rank shall determine seniority within that respective rank. In the event Employees have the same hire date, seniority shall be determined by the date of birth (oldest has seniority).

Section 2: Seniority shall accrue to all Employees in accordance with the provisions of this Agreement. Seniority, as defined in Section 3 of this Article, will apply wherever Employee Seniority rights are referenced in this Agreement.

Section 3: Seniority shall be computed on the basis of uninterrupted length of continuous service within the department.

A. The following situations shall not constitute a break in continuous service:

1. Absence while on approved leave of absence.
2. Absence while on approved sick leave or disability leave or Military Leave.
3. A layoff of less than one (1) year duration.
4. A resignation where the Employee is re-employed or reinstated within thirty (30) days.

B. The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharged for just cause.
2. Retirement.

3. Layoff for more than one (1) year.
4. Failure to return to work within fourteen (14) calendar days of a recall from layoff.
5. Failure to return at the expiration of the leave of absence.
6. A resignation where the Employee is re-employed or reinstated after thirty one (31) calendar days or more.

Section 4: The Township will post a current Seniority List in the department showing the continuous service of each Employee. A copy of the Seniority List shall be furnished to the OPBA Director.

Section 5: *Probationary Employees-* Those employees hired after a break in continuous service will be regarded as Probationary Employees for the first one (1) year and will receive continuous service credit during such period. Probationary Employees may file and process grievances under this Agreement but may be laid off or discharged as exclusively determined by the Township. Probationary Employees continued in the service of the Township subsequent to the first calendar year shall receive full continuous service credit from date of original hire.

Section 6: Part-time Officers shall be regarded as Probationary Employees for a minimum one thousand forty (1,040) hours. Upon completion of 1,040 hours or one calendar year, whichever occurs first, the Officer may be removed from probationary status at the discretion of the Chief of Police. In no case shall a part-time Probationary Officer be kept in probationary status after the completion of two thousand eighty (2,080) hours. For purposes of vacation accrual and longevity, upon becoming a full-time Officer, a part-time Officer shall be given credit for all hours worked as a part-time Officer for the Employer.

ARTICLE 25: PROBATIONARY PERIODS

Section 1: All probationary periods shall be for a period of one (1) calendar year, except that probationary periods for newly hired part-time Patrol Officers shall be as described in Article 24, Section 6.

Section 2: Every newly hired Employee will be required to successfully complete a probationary period. The probationary period for new Employees shall begin on their first day for which the Employee receives compensation from the Employer. A newly hired probationary Employee may be terminated any time during his probationary period without recourse.

Section 3: A newly promoted Employee will be required to successfully complete a probationary period in his newly appointed position for a period of six (6) months. The probationary period for a newly promoted Employee shall begin on the effective date of the promotion. The newly promoted Employee may return to his/her prior position if the probationary period is not successfully completed.

ARTICLE 26: LAYOFF PROCEDURES

Section 1: If a lay off of Employees becomes necessary due to lack of work, or lack of funds, it shall be made in order of seniority, with the most junior to be laid off first and a recall shall be made in the inverse order of seniority, the most senior first to be recalled. If a lay off of Employees should become necessary, the Employer shall pay the Employees being laid off the following:

1. Regular and overtime pay due.
2. Compensatory time due.
3. Accrued but unused vacation time.
4. Holiday time due.

Section 2: It is further understood that before any Full-time Employee may be laid off under this Article, three (3) Part-time employees must have been laid off for each Full-time Employee laid off. No civilian employee shall be hired to do any work currently performed by members of the bargaining unit. Employees laid off shall retain recall rights for a period of one (1) year.

ARTICLE 27: WORK SCHEDULES

Section 1: The standard work week for Full-time Employees of the Employer covered by this Agreement will be forty (40) hours inclusive of a thirty (30) minute meal period (per shift). Employees must be ready to respond while on the meal period or any other break(s). Employees shall maintain contact with the dispatcher during such time(s).

Section 2: All days off shall be in succession, except by mutual agreement of the employee and the Chief of Police. The Chief of Police will maintain control of shifts and manning. Employees can bid on work shifts every three (3) months based on seniority. Temporary shift openings of (30) days or more will be offered to all employees in order of rank and file. Except for emergencies and other situations beyond the control of the Chief, the Chief of Police will not alter existing shifts in any three (3) month period. Employees assigned to a Detective capacity, School Resource Officer capacity or similar function may be excluded from shift bidding for the duration of the assignment.

Section 3: Part-time Employees must notify the Chief of Police in writing, on a monthly basis, as to the availability to work during the next month.

ARTICLE 28: POSTING OF SCHEDULES

The Employer agrees, for the duration of this Agreement, to post the departmental work schedule. At no time shall this work schedule have less than three (3) or four (4) weeks advance listing of member's scheduled within that particular unit, except for emergency situation

ARTICLE 29: HOURLY PAY RATES

Section 1: In order to provide for more orderly career path and a pay progression that includes longevity as a central component, a single multi-tier system for Patrol Officers that eliminates the separate rank of Corporal has been established. To accomplish such goals, the Employer shall implement a multiple-tier wage tier covering all non-command Patrol Officers as follows:

Year	**2016 Base Rate**	**2017 Base Rate**	**2018 Base Rate**
Starting rate	$18.69	$19.15	$19.62
One year experience	$20.09	$20.59	$21.10
Two years experience	$21.59	$22.12	$22.67
Three years experience	$23.20	$23.78	$24.37
Four years experience	$24.94	$25.56	$26.19

Base pay for full time patrolman hired prior to January 1, 2004, will be $25.17 per hour. The full time patrol officers shall receive the following:

2016 base rate	**2017 base rate**	**2018 base rate**
$25.17	$25.80	$26.44

The pay matrix for years start (full time) to completion of 5 years of service shall be based on the following:

Start	**75%**	**current full time patrol hourly rate**
year 1-2	**80%**	**current full time patrol hourly rate**
year 2-3	**85%**	**current full time patrol hourly rate**
year 3-4	**90%**	**current full time patrol hourly rate**
year 4-5	**95%**	**current full time patrol hourly rate**

Hourly rate for part time patrolman hired prior to December 31, 2015 shall be $18.69 per hour, subject to negotiated yearly percentage increase. Should any officer in this classification be moved to full time status, they will be placed in the pay matrix at the step closet to their current hourly rate.

For any part time officer hired after January 1, 2016, they shall be placed in the starting rate pay and remain there, subject to negotiated yearly percentage increases. A part time officer working more than 1000 hours in a calendar year shall be given full year seniority for that year.

The exception to this will be any part time patrol officer hired prior to January 1, 1988 and that individual shall be compensated at an hourly rate of $23.58 per hour worked. This person is subject

to all other terms of article 29.

Section 2: Whenever the rank of Sergeant is vacated on any shift, and there is no other higher Command Officer (including Chief) working on the same shift, the Patrol Officer with the most seniority on that shift shall be designated Officer in Charge during the absence of the Sergeant. A Patrol Officer who serves as Officer in Charge shall receive an additional fifty cents ($0.50) per hour on his base rate of pay for all hours worked as Officer in Charge.

ARTICLE 30: OVERTIME AND COURT PAY

Section 1: All Employees, for all hours paid in excess of forty (40) hours per week or eight (8) hours in a day shall be compensated, at the Employee's election, either at (a) the rate of one and one-half (1- 1/2) times the Employee's regular hourly rate for all overtime or (b) compensatory time computed at the same rate to be taken in the future as approved.

Section 2: Any overtime worked by an Employee and compensated in compensatory time rather than cash will be taken solely at the Employee's choice as long as an advance request is made by the Employee and as long as the request is approved by the Chief of Police. All overtime cash compensation earned will be added to the Employee's next regularly scheduled pay.

Section 3: Each Employee may accumulate up to one-hundred (100) hours of compensatory time. Any Employee reaching the one-hundred (100) hour compensatory time limit shall be compensated in cash for any overtime worked in excess of the compensatory time limit of one-hundred (100) hours.

Section 4: An Employee appearing in court on behalf of the Employer or called into work at a time disconnected from regular and pre-scheduled hours of work shall be compensated at the Employee's regular rate with a minimum of three (3) straight hours. If said court time or work exceeds two (2) hours, the Employee shall be compensated for actual time worked or in court at his time and one-half (1 1/2) rate of pay.

Section 5: Any and all overtime so granted as per the above mentioned paragraphs shall be paid or placed into compensatory time hours at the option of the Employee involved.

Section 6: Pyramiding of overtime whenever two (2) or more overtime or premium rates may appear applicable to the same hour or hours worked by an Employee, there shall be no pyramiding of such overtime.

Section 7: An Employee may request in writing to the Chief of Police to convert full or partial time coming accounts to cash with a thirty (30) day notice to the chief.

ARTICLE 31: EQUALIZATION OF OVERTIME/OVERTIME PROCEDURES

Section 1: All overtime opportunities shall be offered as evenly as is reasonably possible among the appropriate Employees in a unit except:

1. overtime that is a result of the Employee being required to appear in court
2. overtime that arises that is of an emergency nature
3. overtime that arises as a result of a detective being assigned to a particular case.

Part-time Employees may be required to work a scheduled shift on a non-overtime basis, unless they have a legitimate reason why they cannot work.

Section 2: Employees may refuse overtime. When it is necessary to force an Employee to work an overtime shift because no Employee volunteers to cover the overtime, the least senior qualified Employee on the outgoing shift shall be forced to stay over four (4) hours, or for half of the needed overtime, and the least senior qualified Employee on the next scheduled shift shall be forced to come in to work four (4) hours early, or to work the second half of the needed overtime.

ARTICLE 32: SICK LEAVE

Section 1: Sick leave shall be defined as an absence with pay necessitated by illness or injury to the Employee or a member of his immediate family.

Section 2: All full-time Employees shall earn sick leave at the rate of one and one-quarter (1-1/4) days per month and may accumulate such sick leave without limit. Sick time will be pro-rated based on regular hours paid but excluding sick time.

Section 3: An Employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least four (4) hours before the start of his work shift each day he is to be absent when possible.

Section 4: Sick leave may be used in segments of not less than one half (1/2) hour increments.

Section 5: An Employee, with ten (10) or more years of service in the department, who elects to retire from active service or dies shall receive in one lump sum one-fourth (1/4) of the value of his/her accrued and unused sick leave to a maximum of two hundred forty (240) days (1/4 of 240 days) multiplied times his/her per diem at the time of retirement. Payment shall be made upon written evidence of approval of retirement eligibility from the Public Employee's Retirement System (PERS). Severance pay shall then be paid no later than six (6) months after the last date of employment or the payment may be delayed, at the option of the Employee, until the Employee's first pay in the next taxable year. In the case of death, a severance would become due and payable to the estate of the deceased. Payment for sick leave on this basis shall be considered to eliminate all

sick leave credit accumulated by the Employee at that time. Such payment shall be made only once to any Employee.

Section 6: The Employer can require medical verification and/or take disciplinary action for excessive use of sick leave or abuse of sick leave. Where abuse is suspected the Employer may verify.

ARTICLE 33: DISABILITY LEAVE

The following procedures will be followed by Lake Township Employees in order to utilize a leave of absence under the Family and Medical Leave Act:

1. An Employee must notify the Lake Township Trustees, or their designee, of an intended leave of absence.

2. An Employee can initially elect paid time off, if available, or unpaid time off for up to thirty (30) calendar days.

3. After thirty (30) calendar days, the Employee must use any available paid time off except the Employee can retain up to two (2) weeks vacation and one (1) week of sick leave.

4. If Employees utilizes paid time off up to the point of only two (2) weeks vacation and one (1) week of sick leave left, the Employee must elect to continue using remaining paid time off or revert back to unpaid time off.

5. The total combined paid and unpaid time off available to any Employee is up to twelve (12) weeks per calendar year (January lst to December 3lst).

6. The Employee utilizing paid or unpaid time off must notify the Employer of his/her continuing status every thirty (30) calendar days.

7. The Employee must provide medical verification for any time off under the Family and Medical Leave Act.

8. The Employee must provide at least two (2) weeks notice of intent to return to work. This will only be waived in unusual situations.

9. The Lake Township Trustees reserve the right to promulgate additional rules and regulations relative to leave of absence under the Family and Medical Leave Act.

10. Upon completion of the twelve (12) week F.M.L.A. time available to a given Employee, additional time may be granted based on the work record of the Employee and needs of the Township. The Lake Township Trustees will make decisions on a case by case basis for the best interest of the Employee and the Township without any precedent value what so ever.

ARTICLE 34: FUNERAL LEAVE

Section 1: All Employees covered by this Agreement shall be entitled to leave with pay (not to be deducted from Employees sick leave) for time lost, up to three (3) days for attendance at the funeral of the following: mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, spouses grandparents, grandchild, loco parentis.

Section 2: Funeral leave taken must include the day of the funeral as scheduled.

Section 3: Employees may use accumulated but unused sick leave, up to an amount of fourteen (14) consecutive calendar days in addition to the paid leave set forth in this Article for the death of the following: mother, father, spouse, or child.

Section 4: The Chief of Police may extend the amount of personal sick leave days to be used pursuant to Section 3 of this Article based on information supplied to the Employer by the Employee requesting said leave.

Section 5: Employees may use sick time to attend the funeral of a relative not covered by Section 1 of this article.

Section 6: Sick time used in accordance with this article shall not be considered when calculating sick time used for disciplinary reasons.

ARTICLE 35: JURY DUTY LEAVE

Section 1: Any Employee who is called for jury duty shall be paid is or her regular salary. In order to receive compensation, the Employee must provide to the Employer:

A. Notice of his, summons twenty-four (24) hours prior to the date of such service, if possible, or otherwise as soon as the Employee is aware.

B. A Clerk of Courts certificate or other document of the Court stating the time served.

Any compensation received from jury duty will be immediately turned over to the Township Clerk.

ARTICLE 36: PERSONAL LEAVE

Section 1: All Full-time Employees shall, in addition, to all other leave benefits, be granted five (5) non-cumulative personal leave days each year which are to be taken within the calendar year earned. The first two (2) personal days used by an employee in any calendar year shall not be deducted from the employee's accumulated sick leave. The last three (3) personal days used by an employee in any calendar year shall be deducted from the employee's accumulated sick leave.

Section 2: Personal days shall only be taken with the advanced notice of four (4) hours and with the prior approval of the Chief of Police.

ARTICLE 37: COURT LEAVE

Section 1: An Employee. who is summoned for jury duty or subpoenaed to appear before any court, commission, or board or other legally consisted body authorized by law to compel the attendance of witnesses, where the Employee is not a party to the action, shall be granted court leave with full pay.

Section 2: Any compensation or reimbursement for jury duty or court attendance compelled by subpoena, when such duty is performed during the Employee's normal working hours, shall be remitted by the Employee to the Township Clerk.

Section 3: Any Employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

ARTICLE 38: VACATION

Section 1: Vacation benefits are extended to Full-time Employees as follows:

YEARS OF APPROVED SERVICE	VACATION TIME GRANTED
After one (1) year and up to five (5) year	two (2) weeks
After five (5) years and up to ten (10) year	three (3) weeks
After ten (10) years and up to fifteen (15) years	four (4) weeks

After fifteen (15) year	five (5) weeks
After twenty (20) year	six (6) weeks

Section 2: Employees may carry over a maximum of forty (40) hours on a yearly basis, except where departmental needs prevent an Employee from using vacation leave, and in each such case, the affected Employee may carry over a maximum of eighty (80) hours into the next calendar year. Additionally, the Chief may exercise discretion under exceptional circumstances in allowing an Employee to carry over unused, accrued vacation time into another calendar year.

Section 3: The Chief of Police may limit his approval to one Full-time Employee from this bargaining unit (in addition to one from Command bargaining unit) to use vacation leave simultaneously during any given week. This Article does not limit the Chief of Police from permitting more than one Full-time Employee from this bargaining unit to use vacation leave during any given week.

Section 4: Employee's may select for approval, a limit of two (2) weeks of vacation time usage based on seniority, starting with the most senior Employee within this bargaining unit. The selection-process will then continue with the next senior and so on, ending, with the Employee with the least seniority within the bargaining unit. After the completion of this rotational selection process, the remaining vacation leave requests will be addressed on a first come basis starting no later than March of each calendar year.

ARTICLE 39: HOLIDAYS

Full-time Employees shall receive (8) eight hours compensatory time or pay for each designated holiday. To be eligible, a Full-time Employee must not be on a leave of absence including Family and Medical Leave Absence on the designated holiday. In the event that a Full-time Employee works on a designated Holiday, the Employee shall receive (in addition to his regular pay) compensatory time at time and one half (1-1/2) or pay at time and one half (1-1/2) which ever applies.

1. New Year's Day
2. Martin Luther King Day
3. Washington-Lincoln's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Part-time Employees who work a designated holiday shall be paid at the rate of one and one-half (1 1/2) their regular hourly pay rate.

ARTICLE 40: FATAL FORCE

Any police officer who, while in the performance of his duties, has occasion to use deadly force weaponry causing or attempting to cause fatal injury shall become entitled to the following:

1. A minimum of five (5) days off with full pay, without loss of vacation or sick time, to be extended at the discretion of the Chief of Police: or

2. A maximum of thirty (30) days off, if the use of deadly weaponry resulted in fatal injury, with full pay without loss of vacation or sick time, to be extended at the discretion of the Chief of Police and consulting physician provided by the Township.

3. Assistance from the Employer in securing appropriate and necessary counseling prior to the Employee's return to active duty or at any time during the year following the use of fatal force.

4. 4. If the employee experiences a traumatic event in the line of duty, defined as; *any incident that would cause a person of reasonable sensibilities to experience mental or emotional trauma,* that employee may be required by the employer to undergo psychological evaluation and/or participate in psychological treatment or therapy. An employee who experiences a traumatic event will be afforded reasonable amount of paid leave as determined by the psychological care provider with concurrence of the employer, to recover from such event and/or to participate in treatment or therapy for generally three (3) days. The employer retains the right to require the employee to take more time that three (3) days and the discretion to approve and employee's request being granted, the employee shall be permitted to utilize occulated sick, compensatory, vacation or a combination of all three.

ARTICLE 41: TRAINING OFFICER

Any Employee who serves in the capacity of a Training officer shall receive an additional pay increase of five percent (5%) of his/her regular pay rate for each hour served in said capacity.

ARTICLE 42: HEALTH INSURANCE

Section 1: Beginning with the first payroll period for January 2016, each bargaining unit member who participates in the Employer's group health plan shall contribute through a payroll deduction, the equivalent of fifteen percent (15%) of the monthly premium. This employee contribution shall be equivalent to fifteen percent (15%) beginning first pay in January 2017, and fifteen percent (15%) beginning with the first full pay in January 2018.

Section 2: Prior to changing providers and/or benefit levels of its group health plan, the Employer shall convene a Labor Management Insurance Committee (hereinafter "LMIC"), with an equal number of representatives from the Employer and from the Employees. At least one of the Employee representatives shall be a member of either bargaining unit from the Police Department. The LMIC shall review bids for providing the Employer's group health insurance program and shall make a good faith effort to maintain comparable benefit levels based upon cost considerations. The LMIC shall recommend a provider to the Employer, and the Employer shall not unreasonably disregard the recommendation of the LMIC.

Section 3: The Employer shall provide a group term life insurance policy for each full time employee.

Section 4: Any part-time Officer who has completed his probationary period shall have the right, upon written request to the Employer, to participate at the Officer's own expense in the group health insurance program which is available to full-time Officers subject to the conditions which follow. First the Officer must meet the eligibility requirements of the current Lake Township group health insurance program. Second, the Officer must make his written request to participate by December 15 in any year (the "open enrollment period") for coverage to begin January 1 of the next year. Third, the Officer agrees and commits to pay for a full-year of coverage and premiums, and the failure of the part-time Officer to pay the monthly premiums for health insurance coverage shall result in the Officer's being excluded from the coverage and denied the benefit of this provision for the remainder of the Agreement.

ARTICLE 43: TRAVEL AND ALLOWANCE

The following shall be guidelines for travel and expenses for Employees attending training sessions and other authorized township business:

1. Shall be approved by the Chief of Police.
2. Lodging shall be paid as per Academy or training site per diem.
3. Registration fee paid in full.
4. Meals up to twenty dollars ($20) per day.
5. Travel expenses @ current township policy per mile unless Township equipment is used (car pooling should be used).

6. Any and all other reasonable expenses i.e. parking, tolls etc.

Expenses shall be paid after the approval of the Chief of Police. The Employee will supply receipts for all expenses to the Chief of Police within fourteen (14) days.

ARTICLE 44: UNIFORM ALLOWANCE

The Chief of Police shall determine the appropriate uniform and equipment to be worn by Employees and Employees shall be required to be in proper uniform upon reporting for duty. Uniform items shall be replaced on an as needed basis as determined by the Chief of Police.

ARTICLE 45: CREDIT UNION

The Employer agrees to deduct, on a regular payday, from the paychecks of Employees giving written authorization, any monies for the authorized Credit Union and remit same to the authorized Credit Union by separate check.

ARTICLE 46: MISCELLANEOUS

Section 1: In any instance where the Employer sends an Employee for a medical examination to a physician designated by the Employer, the Employer shall pay the costs of the examination and shall pay the Employee for the time expended taking such examination.

Section 2: The Employer shall defend and indemnify an Employee of the bargaining unit in accordance with Ohio Revised Code Chapter 2744.

Section 3: Pay checks will be issued every other Thursday with the first shift receiving their checks at 8:30 a.m. on payday and third shift to receive their checks at 11:30 p.m. on Wednesday prior to payday, to the best of the Employer's ability. The pay checks will also show the number of hours-worked, both regularly and in an overtime capacity.

Section 4: An Employee may accept and be employed in any occupation, off duty, which is not in violation of Federal, State, County or Municipal Law and does not interfere with their primary responsibility as a Lake Township Police officer. An Employee shall notify the Chief of Police of off-duty employment.

Section 5: Employees ordered to attend training sessions, schools, seminars, or other assigned functions, shall attend such training sessions, schools, seminars or other assigned functions at the Employer's expense.

Section 6: The police chief shall have the option of compensating the appointment of Detective at the Corporal rate of pay. Further, the Police Chief shall have the option of compensating the position

of Detective at the Sergeants rate of pay following two (2) years of continuous appointment in the position of Detective.

ARTICLE 47: DURATION AND EFFECT OF AGREEMENT

Section 1: This Agreement shall be effective as of January 1, 2016 and shall remain in full force and effect until December 31, 2018 unless otherwise terminated as provided herein.

Section 2: If either party desires to modify, or amend this Agreement it shall give written notice of such intent no earlier than ninety (90) calendar days nor less than sixty (60) calendar days prior to the expiration date of this Agreement. Parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SIGNATURE PAGE

LAKE TOWNSHIP

For the Employer:	**For the Union:**
_____	_____
_____	_____
_____	_____
Date: 01-06-2016	Date: 2/2/16

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