

LABOR AGREEMENT

BETWEEN

DODGE COUNTY, MINNESOTA



and

LAW ENFORCEMENT LABOR SERVICES



Representing:

DODGE COUNTY DISPATCHERS
Local #534

Effective January 1, 2023, through December 31, 2025

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ARTICLE 1. PURPOSE OF AGREEMENT

THIS AGREEMENT is entered into as of January 1, 2023, between Dodge County, Minnesota, hereinafter called the "Employer", and Law Enforcement Labor Services, Inc., Local No. 534, hereinafter called the "Union".

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes for:

“All essential employees of the Dodge County Sheriff’s Department, Mantorville, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03 subd. 14, excluding non-essential employees, the sheriff, supervisory employees, and confidential employees.”

- 2.2. In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3. DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc., Local No. 534.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local No. 534 employed in the classification of Dispatcher.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.

- 3.4 Department: The Dodge County Sheriff's Department.
- 3.5 Employer: Dodge County, Minnesota.
- 3.6 Sheriff: The Sheriff of Dodge County.
- 3.7 Union Officer: Officer elected or appointed by Law Enforcement Labor Services Inc., Local No. 534.
- 3.8 Work Shift: A consecutive eight (8), ten (10), or twelve (12) hour work period as established by the employer including two rest breaks of fifteen (15) minutes each, and a meal break of one-half (1/2) hour. Breaks shall not accumulate from day to day.
- 3.9 Overtime: Work performed at the expressed authorization of the employer beyond the normal scheduled shift.

ARTICLE 4. EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement, it shall not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.
- 4.2 In the event that any employee violates this article, the Union shall immediately notify any Employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all Employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 5.2 Any term and condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer agrees to deduct from the wages of each Union member, upon written authorization of the employee, an amount equal to the regular dues of the Union, such deduction to be divided equally and taken from each pay period, and to transmit to the appropriate designated officer of the Union the total amount so deducted together with a list of the names of the employees from whose pay deductions were made.

- 6.2 The Union may designate one (1) employee from the bargaining unit to act as Union Steward. The County will allow up to one (1) designated steward up to 6 hours paid time off per contract for actual time spent in contract negotiations only when management is present. The designated steward will not lose pay for reasonable time spent in the adjustment of a union grievance, pursuant to the provisions of Article 7., 7.3.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 Non-employee representatives of the Union shall be permitted to come on the premises of the Employer at reasonable times for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employee. The Union representative shall give notice to the County Administrator, Employee Relations Director or administrative office staff of his or her presence at the work site.
- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought to issue against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.6 The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on Employer's time.

ARTICLE 7. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives: The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Article 6., 6.2 of this Agreement.
- 7.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employees and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure: Grievances, as defined by Article 7., 7.1, shall be resolved in conformance with the following procedures.

- Step 1:** An employee claiming a violation concerning the interpretation or application of this agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the Sheriff in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. The Sheriff will discuss and give an answer to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 may be appealed to Step 2 within fifteen (15) calendar days after the Sheriff's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.
- Step 2:** If appealed, the written grievance shall be presented by the Union and discussed with the Employee Relations Director. The Employee Relations Director shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employee Relations Director's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the union within fifteen (15) calendar days shall be considered waived.
- Step 3:** If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator. The County Administrator shall give the Union the Employer's answer in writing within fifteen (15) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the County Administrator's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within fifteen (15) calendar days shall be considered waived.
- Step 4:** If not resolved at Step 3, the parties shall seek the assistance of the Bureau of Mediation Services in an attempt to resolve the grievance prior to going on to Step 5.
- Step 5:** A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act, as amended. The Employer and the Union representatives shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services State of Minnesota, a list of names of qualified arbitrators. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of arbitrators until only one (1) remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

7.5 Arbitrator's Authority:

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. In the event of a cancellation penalty, the party canceling the arbitration shall be responsible for the payment of the fee, unless otherwise mutually agreed.

7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The timelimit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

7.7 Choice of Remedy: If, as a result of the written Employer response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 5 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or the Minnesota Department of Human Rights an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved Employee shall indicate in writing which procedure is to be utilized -- Step 5 or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 5.

ARTICLE 8. SENIORITY AND JOB POSTING

- 8.1 Seniority will be the determining criterion for transfers, promotions and layoffs only when all other qualification factors are equal. Approved leaves of absence of thirty (30) days or less shall continue to accrue seniority. Seniority is determined by the employees' total length of continuous service in the bargaining unit as a .8 FTE or higher.
- 8.2 The Employer and the Union agree that job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
1. Have the necessary qualifications to meet the standards of the job vacancy; and,
 2. Have the ability to perform the duties and responsibilities of the jobvacancy.
- 8.3 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 9. Trial Work Periods.
- 8.4 The Employer has the right of final decision in the selection of the Employees to fill posted jobs based on qualifications, abilities and experience.
- 8.5 Job vacancies within the designated bargaining unit will be posted for seven (7) calendar days so that members of the bargaining unit can be considered for such vacancies.
- 8.6 Employees shall be notified a minimum of thirty (30) calendar days prior to a layoff.

ARTICLE 9. TRIAL WORK PERIODS

- 9.1 The first twelve (12) months of employment of a new employee shall be regarded as a trial work period. The period shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to their position, and for removing any employee whose performance does not meet the required work standard. The trial work period may be extended for up to an additional six (6) months, upon notice to the employee of the reasons, therefore. All extensions require approval of the County Administrator and the Employee Relations Director.
- 9.2 All Employees will serve a six (6) month trial work period in any job classification in which the Employee has not previously served a trial work period.
- 9.3 At any time during the trial work period, a promoted or reassigned Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer.

- 9.4 When an Employee has at least one (1) year of service, and leaves the County employment, in good standing, by providing a fifteen (15) day notice to the Sheriff, or is laid off or retires, the employee will be paid all PTO time due.

ARTICLE 10. PAID TIME OFF (PTO)

- 10.1 PTO is accrued on a prorated basis and may be used subsequent to the pay period in which it was earned in increments of not less than sixty (60) minutes. Non-emergency use must be requested one week in advance. Emergency use may require documentation of the emergency. Maximum accrual is 60 days/480 hours at the end of a calendar year.
- 10.2 The PTO policy will follow the policy adopted by the Employee Relations Department and is subject to change as determined appropriate. This contract will reflect those changes only when all other county employees are subject to the same changes.
- 10.3 New employees will automatically be enrolled in the PTO program.

ARTICLE 11. RIGHT OF SUBCONTRACT

Nothing in this agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by Employees covered by this Agreement.

ARTICLE 12. DISCIPLINE

- 12.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms, depending on the nature of the offense:
1. Oral Reprimand;
 2. Written Reprimand;
 3. Suspension;
 4. Demotion; or
 5. Discharge.
- 12.2 Suspensions, demotions, and discharges will be in written form. Oral reprimands will be documented, and a copy shared with the employee.
- 12.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employee and the Union will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 12.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning. Advance notice of the meeting will be given to the employee.
- 12.6 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievances procedure under Article 7.

ARTICLE 13. UNIFORMS

- 13.1 When a dispatcher is hired, the County will provide the first uniform issued to the employee. Thereafter, uniforms will be replaced at the discretion of the County. See attachment - Appendix B

ARTICLE 14. HOLIDAYS

- 14.1 All employees shall receive ten and one half (10½) eight-hour paid holidays per year (84 hours). Employees may request to use the holiday hours as additional paid time off or to receive them as part of a lump sum paid at the end of the year. This leave time accrues as the holidays occur and not in a lump sum at the beginning of the year. If the employee wishes to use it as additional paid time off, it must be requested off in accordance with the PTO policy. The supervisor has the authority to deny the request for holiday hours to be used as additional paid time off in the same manner as they do for any other PTO request. Any unused holiday hours (including Christmas Eve and Christmas) will be paid in a lump sum on the first payroll period in December of each year. Juneteenth will be added to the holiday schedule in 2024

Employees who work the holiday shall receive time and one half their base rate for hours worked on the holiday. Employees who are assigned to work on Christmas Day shall be paid two (2) times the regular base pay for all hour worked. For purposes of computing holiday pay, an employee's shift starts at 12:01 a.m.

- 14.2 Holiday time will not exceed eighty-four (84) hours in 2023 and ninety-two (92) hours annually in 2024.
- 14.3 Employees NOT scheduled to work on Christmas Eve, Christmas Day or Thanksgiving Day who are called into work with less than 72 hours of notice, will receive two times their base rate for all hours worked on the above holidays only.

The following shall be the observed holidays:

Date	Holiday Celebrated
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Last Monday in February	President's Day
Last Monday in May	Memorial Day
June 19 (add in 2024)	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving	Thanksgiving Friday
December 24 -1/2 day	Christmas Eve Day
December 25	Christmas Day

ARTICLE 15. INSURANCE

- 15.1 The employer shall furnish and pay for a group medical insurance plan for each eligible employee and a group life insurance plan in the face amount of \$20,000 per employee. The Employer and Employee shall share the cost yearly for insurance benefit as determined by the Insurance Committee and approved by the Dodge County Board.
- 15.2 Dodge County agrees to convene an insurance committee to recommend changes in the group health, life, and disability insurance plans. The union will select one employee to represent its membership on the committee. In the event the County adopts plan changes, the union agrees to participate on the same basis as other union employees.

ARTICLE 16. OVERTIME AND CALL-BACK

- 16.1 Employees will be compensated at one and one-half (1½) times the employee's regular base pay for all hours worked over the normal scheduled work shift. Sick leave will not be counted as hours worked for purposes computing overtime.
- 16.2 Any change in State or Federal law regarding overtime shall supersede 16, 16.1 as of the effective date of such law.
- 16.3 All overtime must be approved in advance by the supervisor, except in cases of emergency.
- 16.4 Under no circumstances will compensation be paid more than once for the same hours under any provision of this contract.
- 16.5 An Employee who is called to duty during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
- 16.6 Compensatory Time Off. Compensatory time off shall be taken and used only with the prior approval of the Sheriff. The employer/employee will keep, and record individual compensatory time earned and taken. All hours worked in excess of an 80 hour pay period shall be compensated in cash at the rate of one and one-half (1 ½) times the employee's regular hourly rate or in compensatory time off as set forth herein. Compensatory time off shall:
- Be earned like overtime
 - Be accrued to a maximum of eighty (80) hours and be allowed to maintain 80 hours.
 - Be requested at the employee's option instead of overtime pay with the final decision being at the discretion of the Sheriff.

- 16.7 Paid Time off will be counted as hours worked for the calculation of overtime if approved in advance of the affected pay period.

ARTICLE 17. INJURY ON DUTY

- 17.1 The Employer will grant full salary to any Employee who is injured while on the job for the county for up to ninety (90) working days, provided a doctor's certificate is filed with the Sheriff stating that the Employee is not able to return to work during the ninety (90) working day period. The amount of Worker's Compensation being received shall be credited against the amount paid by the Employer so that the aggregate of the two shall equal the Employee's regular salary. The maximum days shall be ninety (90) working days.
- 17.2 The time used under this provision shall not be charged against an Employee's regularly accrued sick leave time.
- 17.3 Any Employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made on behalf of and paid for by the Employer by a person competent to perform the same and as is designated by the Employer.

ARTICLE 18. WAGES

For the calendar year 2023 through 2025: All full-time employees will receive wage increases in accordance with the attached Appendix A.

ARTICLE 19. SHIFT DIFFERENTIAL

Effective April 1, 2023, an employee working between the hours of 6:00 p.m. and 6:00 a.m. shall receive an additional \$1.25 per hour shift differential.

ARTICLE 20. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and Dodge County, Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 21. CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and the Minnesota State Constitutions.

ARTICLE 22. PRE-EMPLOYMENT PHYSICAL

A pre-employment physical may be required at the County's expense. The County may require job-related standards of mental and physical fitness.

ARTICLE 23. EMPLOYEE MEETINGS

Meetings with the Sheriff will be held as requested by the union members and mutually agreed upon by the union steward and Sheriff.

ARTICLE 24. TRAINING PAY

Effective April 1, 2023 employee who are assigned by the Sheriff as a Communications Training Officer shall receive an additional \$1.25 per hour for hours that they perform that assigned training function.

ARTICLE 25. DURATION

This Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until the 31st day of December 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of April, 2023.

FOR DODGE COUNTY BOARD OF COMMISSIONERS:

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

[Signature] 4-11-23
County Board Chair Date

[Signature] 4-18-23
Business Agent Date

[Signature] 4-11-23
County Administrator Date

[Signature] 4-12-23
Steward Date

[Signature] 4/11/23
Employee Relations Director Date

APPENDIX A

2.25%	1	2	3	4	5	6	7	8	9
Dispatcher (B23)	\$ 23.87	\$ 24.85	\$ 25.58	\$ 26.40	\$ 27.45	\$ 28.55	\$ 29.40	\$ 30.28	\$ 31.19
Lead Dispatcher (B24)	\$ 25.31	\$ 26.62	\$ 27.42	\$ 28.06	\$ 29.18	\$ 30.33	\$ 31.24	\$ 32.18	\$ 33.14

2.50%	1	2	3	4	5	6	7	8	9
Dispatcher (B23)	\$ 24.47	\$ 25.47	\$ 26.22	\$ 27.06	\$ 28.14	\$ 29.26	\$ 30.14	\$ 31.04	\$ 31.97
Lead Dispatcher (B24)	\$ 25.94	\$ 27.29	\$ 28.11	\$ 28.76	\$ 29.91	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97

3.00%	1	2	3	4	5	6	7	8	9
Dispatcher (B23)	\$ 25.20	\$ 26.24	\$ 27.01	\$ 27.87	\$ 28.98	\$ 30.14	\$ 31.04	\$ 31.97	\$ 32.93
Lead Dispatcher (B24)	\$ 26.72	\$ 28.10	\$ 28.95	\$ 29.62	\$ 30.81	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99

For 2023 each employee will get their annual step increase on January 1, 2023 instead of on their anniversary date in 2023 (no other steps in 2023). In 2024, step increases revert back to anniversary dates.

APPENDIX B
DODGE COUNTY, LOCAL 534

The following list is what the normal issue is to Dispatchers.

- 3 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 3 Pants
- 1 Belt (depending on the type of pants ordered or purchased)
- 1 Tie
- 1 Name Badge
- 1 Badge # (i.e., 387) or 2 in requested, one for each side of the collar
- 1 DCSO letters or 2 if requested