

OCB# 14
686-8
686-9

O P I N I O N A N D A W A R D

STATE OF OHIO
OFFICE OF COLLECTIVE BARGAINING;
STATE HIGHWAY PATROL

Date February 13, 1987

and

FRATERNAL ORDER OF POLICE
OHIO LABOR COUNCIL, INC.

ARBITRATOR: DONALD B. LEACH, appointed by the Office of Collective Bargaining, Department of Administrative Services
State of Ohio

APPEARANCES: FOR THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL:
Mr. Paul L. Cox, Executive Director, Fraternal Order
of Police, Ohio Labor Council, 4222 East Broad Street,
Columbus, Ohio 43213

FOR THE STATE OF OHIO, OHIO HIGHWAY PATROL:
Major Thomas W. Rice, Ohio Highway Patrol, 660 East
Main Street, Columbus, Ohio 43215

I S S U E S

1. Are the Highway Patrol's plainclothes officers in the Investigative Unit entitled to a thirty minute paid lunch break in the course of a normal work shift.
2. Are the Highway Patrol's Radio Technicians entitled to a thirty minute paid lunch break in the course of a normal work shift.
3. Are sworn Highway Patrol's officers assigned to staff duties entitled to a thirty minute paid lunch break in the course of a normal work shift.

B A C K G R O U N D

As the issues are stated, the essential question in this matter is the entitlement of many employees of the Highway Patrol, (hereafter called the Employer), to a thirty minute paid lunch period in the course of a shift.

Two class Grievances were filed concerning separately the plainclothes District investigating officers and the Radio Technicians. Those Grievances were duly scheduled for hearing. At the hearing, the parties stipulated two other matters, (1) that evidence on sworn officers of the Employer who are assigned to staff duties would be submitted and (2) that the decision should apply to such officers. The stipulation does not include the Employer's Officers in line duties, i. e., those on the road, on which there is no dispute. In addition, there are classifications of employees who are not sworn officers and not specifically included in the Radio Technician Grievance and thus not involved here. It should be noted that Radio Technicians are not sworn officers nor are the Communications Technicians or the Dispatchers. No grievance or stipulation covers Communications Technicians or Dispatchers.

The officers who may reasonably be included in the stipulation are all those classified as Troopers and assigned to special duties, often characterized as those in the Crime Laboratory, State House Security, Planning and Research, Cleveland Operations (Driver's License Examination Service) and Investigations at General Headquarters.

In all, there are twenty-eight officers assigned to the types of duty included in the first class Grievance and in the stipulation.

There are three classifications of Radio Technician, the three reflecting different degrees of knowledge and skill with greater responsibilities attaching as knowledge and skill warrant promotion to a higher classification or warrant hiring at such higher classification. All appear to work under similar circumstances. While the named Grievant was a Class 3 Radio Technician, no evidence or view emerged indicating that a distinction as to lunch eligibility existed among the three grades. Thus, it must be concluded that all Radio Technicians are included in this matter. There are twenty-eight such Technicians.

The two Grievances are as follows, respectively Nos. 24 and 23, filed by Trooper J. P. Lonier and Radio Technician R. A. Emnet:

"Members of the Investigative Unit are required to work a nine (9) hour day with a one (1) hour unpaid lunch break, in violation of the contract.

REMEDY REQUESTED: That all members of the Investigative Unit be immediately given a half-hour paid lunch break."

"On May 27, 1986, an interoffice communication was sent to District Commanders that Radio Technicians shall not receive a paid meal break during their 8 hour tour of duty.

REMEDY REQUESTED: That and (sic) inter-office communication be sent to all District Commanders that a half hour paid lunch break will be given all employees, as written in the contract."

The Employer's actions are reflected in findings of the Superintendent or his designee at Step 3 of the Grievance procedure, both held June 18, 1986, and respectively as follows:

"The parties agreed we were properly constituted and there were no procedural objections.

The Union stated the remedy sought was that stated on the grievance. That the grievant(s) was a member of FOP/OLC at the time of the alleged incident giving rise to the grievance and further, that the grievant's home address is correctly stated on the grievance form.

UNION CONTENTION

The labor contract between the FOP/Ohio Labor Council, Inc., and the Ohio State Highway patrol state under Article 26, Section 26.03, "Employees shall receive a paid meal break, not to exceed one-half hour, during each tour of duty".

Members of the Investigative Unit are required to work a nine (9) hour day with a one (1) hour unpaid lunch break, in violation of the contract.

It is contended that all members of the Investigative Unit be immediately given a half-hour paid lunch break.

MANAGEMENT CONTENTION

The intent of the language in the contract is to provide troopers (uniformed, identifiable, etc.) to be provided with a 1/2 hour paid lunch break.

Since plainclothes officers are assigned to the District Headquarters and not identifiable as troopers, it is managements contention that they are a part of the District Staff and therefore should work 8-5 p.m. as other District Staff.

FINDING

The hearing officer finds that the employer is operating within the bounds of the contract by requiring plainclothes officers to work 8-5, since they are considered part of District Staff and not identifiable as Troopers.

The Management Rights Clause allows the employer to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted."

"The parties agreed we were properly constituted and there were no procedural objections.

The Union stated the remedy sought was that stated on the grievance. That the grievant(s) was a member of FOP/OLC at the time of the alleged incident giving rise to the grievance and further, that the grievant's home address is correctly stated on the grievance form.

UNION CONTENTION

On May 27, 1986, an inter-office communications was sent to District Commanders that Radio Technicians shall not receive a paid meal break during their 8 hour tour of duty.

It is requested that an inter-office communication be sent to all District Commanders stating that a half hour paid lunch break be given to all employees covered under the contract, specifically Article 26, Section 26.03.

MANAGEMENT CONTENTION

Article 26, Section 26.03, does not apply to Radio Technicians. The intent of the language was written

to provide a paid half hour lunch break to troopers who are required to respond to emergencies on a regular basis. Providing a half hour paid lunch break to Radio Technicians would only serve to lessen the efficiency and effectiveness of state government.

FINDING

The hearing officer finds that Radio Technicians, were not specifically mentioned in Section 26.03. The intent and meaning of the first section of Article 26.03, was that Troopers who are subject to emergency call and readily available for emergency call be provided a 1/2 hour paid lunch break. Radio Technicians are not sworn law enforcement officers subject to the statutory duties of a Trooper. Troopers and Dispatchers have specific language concerning their lunch breaks. The absence of specific language contained in the contract causes the hearing officer to find in favor of management."

The disputes arise under a collective bargaining Agreement dated April 28, 1986, between the State of Ohio and the Fraternal Order of Police, Ohio Labor Council (hereafter called the Lodge), covering a bargaining unit comprising the classifications of Trooper, Communications Technician 1 and 2, Radio Dispatcher and Radio Technician 1, 2 and 3 in the Employer's organization. The Agreement was the first formal, legally binding collective bargaining agreement made between the two parties. It was preceded by negotiation, mediation and, ultimately, fact finding. Pursuant to statutory requirements, the result was submitted to the General Assembly of Ohio for ratification but was rejected. Further negotiation followed and the present Agreement ensued.

Obviously, the two Grievances here are among the earliest to arise under the Agreement, No. 23 being filed on or about June 5, 1986 and No. 24 somewhat earlier.

No. 24 applies, through the stipulation, to the greater number of assignments (as outlined above) and may be dealt with first. All are classified and paid as Patrol Troopers.

The evidence indicated that all reported to work at 8:00 A. M. and completed their day's work at 5:00 P. M., nine elapsed hours. (Whether or not those hours applied to the Statehouse Security staff was not clear but no distinction was made as to the length or character of the lunch period.) They all received one hour off for lunch without pay.

Those in the Districts were assigned unmarked Patrol vehicles, which they also used for transportation between work and residence, for purposes of facilitating response when called to duty. It was established that they were free during the lunch period to transact personal business, do errands, etc., but that they could not use a Patrol car for personal matters. Since most of that group did not have personal transportation available at their duty post, they could take little advantage of that privilege.

It was not clear that those assigned to General Headquarters for work in the Crime Laboratory, Planning and Research and Patrol Academy or those in the Cleveland Operations were assigned Patrol vehicles and, thus, may have had their own automobiles readily available.

Sometimes the Investigators do not have time to eat lunch because their duties require them to work through their lunch periods. The evidence showed, however, that such occasions were very rare.

The other Grievance, No. 23, pertains to the Radio Technicians. Their duties are primarily to install, repair and maintain the electronic gear at General, District and County offices, including the cruisers and other Patrol vehicles with specialized gear in them. Other types of equipment falling under their duties are blood/alcohol computers, emergency power units, vehicle emergency lights, etc. Most of the work is done in a workshop, of which there are several around the State, but some travel is required to reach some types of equipment.

Some Radio Technicians work between 7:00 A.M. and 4:00 P.M., others from 7:00 A.M. to 3:30 P.M., depending on individual choice. Those on the longer elapsed shift have an unpaid hour for lunch, the others an unpaid one-half hour. They eat away from the work shop, or work station. Ordinarily the lunch period is Noon to 1:00 P.M. or, for those with one-half hour, Noon to 12:30 P.M. When on the road, those periods naturally vary.

Apparently, practices had varied in different areas of the State respecting the lunch period for Radio Technicians, some being paid for the time, the majority not. The policy was unified by memorandum dated May 27, 1986, the memorandum that was the immediate occasion for the filing of Grievance No. 23. It is as follows:

"As of June 8, 1986, all Radio Technicians will complete 8 hours of work per day excluding a lunch period.

Radio Technicians will work day shift Monday through Friday. Lunch periods may be taken as follows:

1. At or near the middle of the assigned shift - one hour unpaid lunch break.
2. At or near the middle of the shift 1/2 hour of unpaid lunch break.

Due to the technology associated with the type of work completed by Radio Technicians, it will be required that lunch will be taken away from the work location. This will allow for a brief rest as well as nourishment. Eating lunch on the job will not be permitted."

The Lodge takes the general position that the Agreement entitles all employees of the Patrol to a one-half hour paid lunch break. The Patrol, however, construes the Agreement to the effect that only those uniformed Troopers engaged directly in law enforcement functions are entitled to such paid lunch period.

C O N T R A C T P R O V I S I O N S

ARTICLE 3 - CONFLICT AND AMENDMENT

This Agreement is meant to conform to and should be interpreted in conformance with the Constitution of the United States, the Constitution of the State of Ohio, all applicable federal laws, and Chapter 4117, Ohio Revised Code.***

ARTICLE 4 - MANAGEMENT RIGHTS

Except to the extent modified by this Agreement, the Employer reserves exclusively all of the inherent rights and authority to manage and operate its facilities and programs. The exclusive rights and authority of management include specifically, but are not limited to the following:

- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

ARTICLE 20 - GRIEVANCE PROCEDURE

20.04 Grievant

***Where a group of bargaining unit members desire to file a grievance involving an alleged violation which affects more than one member in the same way the grievance may be filed by the F.O.P. Ohio Labor Council provided that at least one member so affected signs the grievance. Grievances so initiated shall be called class grievances. The title on the grievance shall bear the name of the one affected within fourteen (14) days of the date on which any of the like affected grievants knew or reasonably should have had knowledge of the event giving rise to the class grievance. Class grievances shall be initiated directly at the third step of the grievance procedure.

20.07***6. Arbitrator Limitations

Only disputes involving the interpretation, application or alleged violation of a provision of this Agreement shall be subject

to arbitration. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall the arbitrator impose on either party a limitation or obligation not specifically required by the express language of this Agreement.

ARTICLE 22 - HIGHWAY PATROL DISPATCHERS

22.01 Meal Breaks

The Highway Patrol will provide a lunch break for Dispatchers when possible.

When there is an officer available, the shift supervisor will attempt to relieve the Dispatcher for a lunch break, not to exceed one-half hour, at or near the halfway point through the shift.

If this is not feasible due to the officer's work load, then a break will be provided when feasible. If during the break, a situation arises that it is necessary for the officer to return to his duties, the Dispatcher will return to dispatching duties.

ARTICLE 26 - HOURS OF WORK AND WORK SCHEDULES

26.03 Employees shall receive a paid meal break, not to exceed one-half hour, during each tour of duty. Troopers shall be subject to emergency calls during this meal break.

C O N T E N T I O N S O F T H E P A R T I E S

LODGE POSITION

The only dispute is the question of contractual intent, there being none respecting the facts.

The Fact Finder's conclusion was crystal clear: all employees are to receive a paid meal break of one-half hour and Troopers are subject to recall to duty during their meal break.

The Employer's position requires a rewriting of the Fact Finder's conclusion and, with it, a rewriting of the Agreement which reflects his conclusion.

The term "Trooper" could have been used in each of the two sentences in Article 26.03. The long and short of it is that that was not done; the categorical requirement of the first sentence is that employees be paid one-half hour for lunch. The second sentence, then, merely affords the Employer the right to recall "Troopers" to duty under certain circumstances. The second sentence implies that other employees may not be called back to duty while on lunch break.

The Agreement establishes the rules and principles governing the relationship of the parties; past practice has no part in the matter.

EMPLOYER POSITION

(a) Articles 26.03 (employee lunch periods and Trooper recall to duty) and 22.01 (Dispatcher lunch breaks) are in direct conflict respecting lunch periods, thus creating ambiguity.

(b) The Fact Finder intended to provide bona fide meal periods for some employees and paid lunch periods for others. That is in keeping with the Employer's willingness to pay and its consistent position during negotiations. That intention and the Fact Finder's intention are compatible with applicable federal law.

(c) Historically, the Employer has provided paid meal periods for troopers assigned to "line" functions while those assigned to "staff" functions have not been paid for meal periods. That was the substance of the Employer's position in negotiation and the language of Article 22 as that relates to meal periods for Dispatchers.

(d) A bona fide lunch period is provided for Radio Technicians although they don't qualify for paid lunch periods. They are relieved of duty and are free to conduct personal business.

(e) Historically, with the exception of three districts, the Employer did not provide paid lunch breaks for Radio Technicians. The purpose of the policy memorandum of May 27, 1986 (the occasion for the Grievance respecting that classification) was to assure uniformity of treatment throughout the State, under a policy conforming with the Fair Labor Standards Act and the Employer's intent as expressed during negotiations.

D I S C U S S I O N

The issue really is the meaning of Article 26.03 of the Agreement. The Lodge asserts that its meaning is apparent from the clear language. The Employer asserts that language to be ambiguous, when related to Article 22.01 and in terms of the phraseology used in the first sentence of 26.03, particularly the denotation of "tour of duty".

The language of Article 26.03 reflects the recommendation of the Fact Finder, whose services were sought in reaching a contract. Prior to making his recommendation, he observed that "The State indicates it is willing to provide a meal break of one-half (1/2) hour for all employees. Troopers will be subject to emergency call during their lunch hour." That observation of the Employer position

only relates to meal breaks and recall of Troopers and omits mention of pay. The recommendation, however, included the requirement of pay for the lunch break. The recommendation was followed and included in the Agreement.

On the face of the language of Article 26.03, the normal implication is that all employees are entitled to a thirty minute paid lunch break and that that period will be uninterrupted except in the case of Troopers who may have theirs interrupted for emergencies.

The foregoing reflects the so-called "plain meaning" rule in construing statutes and contracts. The "plain meaning" may be affected, of course, by other provisions of the document or terms of art within it that, to the initiated mean something different than the understanding of those not so trained. The first point to establish, however, is what does the language say in terms of every day English language communication. On that point, there can be no doubt.

The word "employees" is used in the first generic sentence. The word "Trooper", one of the classifications of employee in the Employer's organization, is used in the second sentence relating to recall to duty during the lunch break. Ordinarily, then, everyone is paid but one group within the whole might have to work during lunch. The language, considered alone, says just that in ordinary language and must be so read unless other factors come into play. Such other factors are discussed hereafter.

The Employer points to the language of Article 22.01 as injecting an ambiguity into Article 26.03. It is true that the former does not seem to obligate the Employer to furnish a meal break always or an uninterrupted meal break for Dispatchers.

The exact meaning of Article 22.01 cannot be determined in this matter in that the issue was not reasonably stipulated as included.

For present purposes, the reasonable view of Article 22.01 is that it may create an exception to the general requirements of Article 26.03, an exception for Dispatchers only. In terms of the general principles of statutory and contractual interpretation, a specific provision overweighs a general one in the specific area described. It does not, however, overrule or alter the general rule except in the one instance where both cover exactly the same area. In other words, the fact that Article 22.01 may require meal breaks for Dispatchers to be treated one way does not create general conflict or ambiguity in Article 26.03 as it pertains to other classifications. The two areas are separate.

The Employer makes a strong argument that the Agreement must be construed consistently with the Fair Labor Standards Act. Article 3 of the Agreement, as the Employer points out, requires it to conform

with the Constitutions of the United States and Ohio and all applicable federal laws. The Fair Labor Standards Act, of course, is a federal law. The Employer's pay policies, it points out, have been determined by the requirements of that Act and the Regulations adopted under it.

There is no doubt but that the Employer's pay policies have been adopted in good faith under the standards of that federal law. The purpose of the law, however, as well as its phrasing, is to create a floor under wages and a cost floor on work hours in addition to forty in a week. It does not attempt to set ceilings on either. As a result, collective bargaining has always been free, as indeed has been an employer unilaterally, to require or furnish greater compensation than does that Act. For example, private employers have and collective agreements have long required paid time and one-half for hours worked in excess of eight in a day or forty in a week, while the federal law requires such overtime rate only where more than forty are worked in a week. In short, nothing in the Fair Labor Standards Act pay provisions prevent higher or more liberal pay policies. It follows that the parties to a collective bargaining agreement, as here, are free to agree to pay more or more generously than the minima required by that Act, even though it is clear that they cannot agree to a lower or less generous standard than is required therein.

There being no contention that less is being paid than the Act requires, it follows from the foregoing that the issue here must be resolved in terms of the requirements of the Agreement of the parties, not of the Act.

From a slightly different standpoint, no conflict appears between the Agreement and the Act and, thus, no need for reconciliation between them. The Act sets a floor; the Act permits more; and the Agreement provides more.

The Employer also urges two other matters respecting the contractual provision.

First, it points out that the Fact Finder did not understand the Employer's position. That may be true in that there is a difference between his observations on the Employer's position in Fact Finding and his recommendation, while he gives no reason for recommending something different than the Employer offered. In the observation, nothing is implied respecting pay while the recommendation calls for paid meal periods. The evidence showed, however, that the Fact Finding Report was rejected in part by the General Assembly and that further negotiation ensued before the Agreement was signed. The matter of paid meal periods does not appear to have come under consideration at either time. The result was that the Agreement was signed with the provision already discussed. To change that or its clear meaning now would be to reform the Agreement. Only a

Court exercising the powers of equity may reform it. An arbitrator has no such inherent power but must accept the language of the Agreement as it is and to construe that language in accordance with standard principles of statutory and contractual interpretation. To do otherwise would also be a direct violation by the arbitrator of Article 20.07, 6 which specifically enjoins him from adding to, subtracting from or modifying any of the terms of the Agreement.

Second, the Employer argues that the phrase "tour of duty" in the first sentence of Article 26.03, along with the word "employees" implies an application of the categorical sentence to the "troopers" only since they have the moral as well as legal duty to patrol the highways and that phrase implies moral duty. Such approach overlooks the rather indiscriminate use of that phrase in industry where it usually refers to a shift period, particularly where more than one shift is working in a twenty-four hour period. It is frequently encountered in the rubber, plastic and parts of the petroleum industries. More important, that view fails to explain the use in the language of the word "employee" and of the word "trooper" with a restriction applying to the latter, requiring the Trooper's response to calls while on lunch break. In ordinary language, they don't mean the same thing. Moreover, one is general and the restrictive one is separate. In other words, every one gets the thing but part of the group may not always do so. If "trooper" was meant in the first sentence, common sense would require its use there instead of employee. This view is consistent with the Employer's offer in negotiations to provide all employees with a thirty minute lunch period, while reserving the right to recall "troopers" to duty.

On the whole, the interpretation of "tour of duty" is much more consistent with "shift" in this matter than with an esoteric interpretation that would vitiate the ordinary, plain meaning of the language of the provision as a whole.

Arguments are made by both parties on Classifications, both pro and con. In light of the discussion, however, no purpose would be served by commenting on them.

The Employer also urges that the problems of a ruling adverse to it would entail unfortunate results as far as "staff officers" are concerned, requiring that more detailed accountability on their part for their time would become necessary and that there would be an actual reduction in the flexibility of their time available for lunch. Such consequences are a matter for the employees affected and the Lodge. The matter can be renegotiated later.

The Employer fears that an adverse ruling would affect its employment of "troopers" on light duty assignments. Certainly, nothing said or implied here affects that type of employment and any inference to the contrary would be a misconstruction of this Opinion and Award.

The Employer's argument is logically and powerfully developed. The discussion here necessarily has had to focus on the various aspects of the argument separately. It might be inferred from this discussion that that argument was somewhat disjointed. That, too, would be unwarranted.

It must be concluded that the plainclothes investigators and the Radio Technicians employed by the Employer are entitled to a paid one-half hour lunch period. Under the stipulation of the parties, the sworn troopers assigned to staff positions within the Employer's employee are also entitled to one-half hour paid lunch period.

The question was also raised at the hearing as to the application of this decision prior to the effective date of it. There seems to be no question but that, under the Agreement and the general principles applicable to arbitrators' decisions, retroactivity is almost automatic to some date consistent with the Agreement respecting grievances. Arbitrator decisions come after the grievances. The grievance complains of a contractual violation. The decision, therefore, has to speak as of the time of the grievance and correct a violation as of the date authorized by the Agreement on which the violation occurred. As to the District Investigators and the Radio Technicians, the decision can be applied retroactively as noted since Grievances were filed.

The issue regarding other sworn officers in staff positions, however, is different. The stipulation did not provide necessarily for retroactivity or that the decision here should be applied retroactively as to them. No grievance was included expressly covering them. In this case, it is impossible to require any retroactive effect of this decision to any staff officers covered by the stipulation alone.

Substantial sums of so-called back pay become involved if the decision is applied to groups other than those included in the class Grievances. An arbitrator cannot order a retroactive liability against one party in the absence of a grievance, unless it clearly permits that to happen by express language. Care in that respect is clearly required in that public money is involved here and may not reasonably be ordered paid without clear authority of law and action by those with authority therefor, expressly undertaken by such delegate. The Employer's representative had authority but it is not clear that he exercised it expressly. In those circumstances, such liability can not be ordered.

As to the two class Grievances, Article 20.04 provides for such type. One here applies by its terms to "members of the Investigative Units; the other refers to a policy directive of May 27, 1986 which pertains only to Radio Technicians. No problem has been raised respecting the proper filing and processing of either. At most, however, they can relate only to the two types of employees mentioned.

Article 20.04 also requires that a class grievance of this type be filed "within fourteen (14) days of the date on which any of the like affected grievants knew or reasonably should have knowledge of the event giving rise to the class grievance". The authority to determine grievances, which is delegated to the arbitrator under the Agreement carries with it by necessary implication the power to determine and to order remedy to the date the cause of the grievance arose. (If that is more than fourteen days before the filing, the grievance may be subject to question procedurally.) No procedural issue having arisen, it follows that the Award must order pay to be made for unpaid lunch periods of the two classes from the date on which the Employer first failed to pay therefor, provided that such date may not precede the dates of the respective Grievances by more than fourteen days.

It follows from all the foregoing, of course, that days off with pay, such as vacation, sick leave, etc., do not involve a lunch period and thus do not require any payment for lunch breaks, either retroactively or prospectively.

A W A R D

1. Class Grievances filed by John P. Lonier and Roger Emnet are hereby upheld.
2. By stipulation, sworn troopers assigned to staff positions within the State Highway Patrol shall be paid in the future in accordance with the employees in the two class Grievances.
3. Employees included in the two class Grievances and in the stipulated group, after the date of this Opinion and Award, shall be paid for one-half hour of lunch time each full working day, or, in the event one is absent for part of a day, then for the half-hour normally observed for his or her lunch period, provided that it falls within his or her period of work that day.
4. The employees included in paragraph 1 of this Award shall be paid one half-hour for each full work day he or she worked in the

period during which no such payment was made, provided that no such payment need be made for any period prior to fourteen days before the class Grievance was filed for the class in which such person falls and provided further that where any such person worked less than one full day, the same principle shall apply as is provided in paragraph 3 of this Award.

5. No payment for periods prior to the date of this Opinion and Award need be made to employees who are covered by the stipulation outlined in paragraph 2 of this Opinion and Award.

A handwritten signature in cursive script, reading "Donald B. Leach", written over a horizontal line.

Donald B. Leach