

# MEMORANDUM OF UNDERSTANDING

**2009-2010**



*Between the*

**City of Greenfield  
General Unit**

*And*

**Service Employees International Union Local 521  
CTW/CLC**

**January 1, 2009 – December 31, 2010**

SEIU Local 521  
334 Monterey Street  
Salinas, CA 93901

Phone (831) 784-2560  
Fax (831) 757-1863  
website [www.seiu521.org](http://www.seiu521.org)

# **MEMORANDUM OF UNDERSTANDING**

**Between the City of Greenfield and the  
Service Employee's International Union  
Local 521, CTW/CLC**

**January 1, 2009 - December 31, 2010**

## **Article I. Preamble**

This Memorandum of Understanding is entered into by the City of Greenfield, hereinafter referred to as the City, and the Service Employee's International Union – Local 521, hereinafter referred to as the Union. This Memorandum of Understanding is subject to Section 3500 – 3510 of the Government Code of the State of California, otherwise known as the Meyer-Milas-Brown Act and Resolution # 74-44 of the City of Greenfield as presently written or modified.

## **Article II. No Discrimination**

The City and the Union will cooperate in pursuing the policy of no discrimination pursuant to Federal and State Law.

The parties further agree not to discriminate against any unit member for his or her membership or non-membership with the Union.

## **Article III. Recognition**

Pursuant to Sections 3500 – 3510 of the Government Code and City Resolution # 74-44, the City certifies the Union as the recognized employee organization for a unit consisting of the following classifications: Customer Services Assistant, Mechanic, Mechanic Assistant, Office Specialist I, Office Specialist II, Office/Planning Technician, Public Works Crew Leader, Public Works Maintenance Worker, Public Works Office Specialist II, Transit Driver, Police Services Technician I, Police Services Technician II and Youthbuild Construction Trainer.

## **Article IV. Prevailing Rights**

The City agrees that any written right or working condition shall remain in full force and effect except those rights modified by this Memorandum of Understanding during the term of this Memorandum of Understanding.

The articles included in this Memorandum of Understanding constitute a full and complete understanding between the City and the Union on all matters within the scope of representation for the period stated of this Memorandum of Understanding.

## **Article V. City Rights**

The City retains all rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management's rights, which include, but are not limited to:

- A) The exclusive right to determine the mission of its constituent departments, commissions, boards;
- B) Set standards and levels of service;
- C) Determine the procedures and standards of selection of employment, promotions and the extension of probation;
- D) Direct its employees;
- E) Establish and enforce dress and grooming standards;
- F) Determine the methods of and means to relieve its employees from duty because of lack of work or other lawful reasons;
- G) Maintain the efficiency of government operation;
- H) Determine the methods, means and numbers and kinds of personnel by which government operations are to be implemented;
- I) Determine the content and intent of job classifications;
- J) Determine methods of financing;
- K) Determine type and/or types of City-issued wearing apparel, equipment or technology to be used;
- L) Determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- M) Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or sub-contract any work or operation of the City unless altered by the provisions of this Memorandum of Understanding;
- N) To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;

- O) Establish and modify productivity and performance programs and standards;
- P) Discharge, suspend, demote, reprimand, without salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- Q) Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- R) Final appeal of any disciplinary action, short of termination, shall be with the City Manager

#### **Article VI. Agency Shop and Representation**

Effective the pay period following the signing of this contract, the City agrees to deduct union dues for all current employees who so authorize. All new employees shall fall under agency shop provisions. All such dues shall stay in effect during the term of this contract.

The union shall be entitled to designation of one Shop Steward and one alternate.

Release time will be allowed for all official meet and confer sessions. Up to 2 hours of preparation time will be allowed prior to such sessions in addition actual time for meet and confer sessions.

The City shall provide copies of all documents necessary for effective representation in the meet and confer process. For purposes of this section, copies may be provided in electronic form.

The City shall provide the union with bulletin board space at each work site.

#### **Article VII. Salary**

Effective with the signing of the Memorandum of Understanding by the City and the Union, the salary range for job classifications covered by this Memorandum of Understanding shall be:

Effective the pay period commencing 01-01-2009, the salary range for the unit employees shall increase by five percent (5%); and

Effective with the first pay period on or after 01-01-2010, the salary range for the unit employees shall increase by three percent (3%).

Commencing with the payroll period on 03-30-2009, payroll periods will be changed from twenty-four (24) per year to twenty-six (26) per year.

- A. Bilingual (Spanish) Incentive Pay

All maintenance employees working in the Public Works Department who are qualified bilingual, English/Spanish, shall be entitled to receive twenty-five dollars (\$25.00) per month. All other employees who are qualified bilingual, English/Spanish, shall be entitled to receive one hundred twenty-five dollars (\$125.00) per month.

**B. Overtime Pay**

Overtime pay is calculated in terms of work period-not a pay period. Employees will be paid one and one-half (1 ½) times their regular rate for any hours worked over forty (40) hours during any single period.

**C. Compensatory Time (Comp-Time)**

For every hour of overtime worked, employees are entitled to time and one-half or compensatory time off in the amount equal to the rate of overtime earned. The employee shall specify a choice of either pay or compensatory time off.

**D. On-Call Pay**

Public Works On-Call Pay shall be one hundred twenty-five dollars (\$125.00) per assignment period (week) plus one and one-half times (1 ½) times compensation for hours worked.

**E. Certificate Pay**

Public Works Certificate Pay shall be thirty dollars (\$30.00) per certificate for a maximum of three hundred dollars (\$300.00) per month for ten (10) or more certificates.

Eligible Certificates are:

- a. Wastewater Treatment Plant Operator – Grade I, II, III, IV & V
- b. Water Treatment Operator – T1, T2, T3, T4 & T5
- c. Water Distribution Operator – D1, D2, D3, D4 & D5
- d. Backflow Prevention General Tester
- e. Cross-Connection Specialist
- f. Wastewater Treatment Plant Operator in Training
- g. Qualified Application Certificate – QAC
- h. California Driver's License Class A & Class B
- i. General Public Para Transit Vehicle Certificate
- j. Heavy Equipment Operator
- k. General Irrigation & Landscaping Certificate

**F. Educational Reimbursement**

To qualify for educational reimbursement, the employee must be a regular employee and the course selected must be of such a nature that it

benefits the City and better prepares the employee to carry out the duties of the employee's position.

Employees seeking college degrees will be eligible for reimbursement only for those courses that are directly related to their current duties.

Each employee desiring to qualify must attend the course on the employee's own time, complete the course satisfactorily with a passing grade of "C" or its numerical equivalent or better, and must have exhausted educational benefits available, under State and Federal law.

Prior to the employee's enrollment, the appropriate department head and the Personal Officer shall mutually agree that the requested course is directly related to the employee's present duties and that the immediate benefit to the City is sufficient to warrant the expenditure of City monies.

Upon completion of the course for which the employee receives City reimbursement, all text books and materials will become the property of the respective department and be a part of each department's library.

**G. Working Out of Class Pay**

A five percent (5%) premium will be paid for services performed outside of the employee's job classification. For purposes of this provision, prior approval shall be granted by the department head and City Manager that the employee is performing responsibilities beyond the relevant job classification.

**Article VIII. Benefits**

**A. Employee's Portion of P.E.R.S.**

The City will pay the employees' contribution to the Public Employees' Retirement System (P.E.R.S.) (2%<sup>@55</sup>) of seven percent (7%), in addition to the City's contribution.

**B. Health, Vision and Dental Insurance**

The City shall provide basic and major medical, vision and dental plan for all employees and their dependents.

Employees shall contribute \$75.00 or \$135.00 per month toward medical coverage depending on the plan selected.

**C. Life, Accidental Death and Dismemberment Insurance**

The City shall pay for the premium of a twenty-five thousand dollar (\$25,000.00) term life and accidental death and dismemberment policy sponsored by the City, for all unit employees.

**D. Long Term Disability Insurance**

The City shall pay for the premium for a long-term disability plan for safety employees as implemented in the Standard Insurance Long Term Disability Plan.

**Article IX. Uniform Program**

**A. Office Staff**

The City will provide to each employee and new employee in the unit two (2) polo shirts with City logo. The City reserves the right to prescribe the casual wear days and community events wherein uniforms will be worn. Maintenance of such uniforms shall be at the employee's expense. Replacement uniforms shall only be for on-duty damage. The City reserves the right to retain all uniforms when the employee departs from City service.

**B. Public Works Maintenance Staff**

Upon employment, employees are assigned eleven (11) uniforms. The City will incur the costs for cleaning such uniforms on a weekly basis through contracted vendor.

Employees are responsible to return all uniforms to the City upon termination of employment. Failure to do so will result in deduction from final check for missing uniforms.

**Article X. Holidays**

The City shall provide fourteen (14) paid holidays and they are specified as follows:

- A. January 1<sup>st</sup>**
- B. The third Monday in January, observed as Martin Luther King Jr. Day**
- C. The third Monday in February, observed as President's Day**
- D. The last Monday in March, observed as Cesar Chavez' Day**
- E. The last Monday in May, observed as Memorial Day**
- F. July 4<sup>th</sup>**
- G. The first Monday in September, observed as Labor Day**
- H. The second Monday in October, observed as Columbus Day**
- I. November 11<sup>th</sup>, observed as Veteran's Day**
- J. The third Thursday in November, observed as Thanksgiving Day**
- K. The day subsequent to the third Thursday in November**

- L. December 24<sup>th</sup>, observed as Christmas Eve
- M. December 25<sup>th</sup>, observed as Christmas Day
- N. A personal holiday approved by the employee's supervisor.

**Article XI. Miscellaneous**

**A. Vacation**

**1. Vacation Policy**

The purpose of annual vacation leave is to enable each eligible employee to take a break from his work and return mentally refreshed. For this reason it is the intention of the City that vacations be taken, insofar as possible, in period of one week or more.

**2. Vacation Accrual**

All employees in the classified service shall be credited with vacation time in relation to years of continuous service in accordance with the following schedule:

- a. **Less Than Five (5) Years.** For employees completing less than five (5) years of continuous service, six and two-thirds (6 2/3) hours for each month of service – ten (10) working days per year.
- b. **Five (5) or More Years.** For employees completing five (5) or more years of continuous service, ten (10) hours for each month of service – fifteen (15) working days per year.
- c. **Fifteen (15) or More Years.** For employees completing fifteen (15) or more years of continuous service, fourteen (14) hours for each month of service – twenty-one (21) working days per year.
- d. **Any further changes in vacation time will be set by resolution by the City Council.**

Vacation shall be credited on a prorated basis of the amount of time in which the employee is in pay status during that month. Vacation time shall be credited at the end of each month of service.

Every permanent part-time officer and employee of the City, whether paid a salary or daily wage, who has been such officer or



employee for at least twelve (12) full months, shall be allowed vacation each year on the same basis as full-time officers and employees, except that the number of days' vacation time shall be proportionately reduced.

When impractical for any reason to schedule any vacation within any year, vacations may be accumulated up to three years (the annual accrual times three). Once the maximum accrual has been reached, the employee shall cease to accrue additional vacation until the balance is reduced below the maximum. The maximum balance accruable may be modified either by an employment contract or a memorandum of understanding. Employees shall be paid for accumulated vacation time upon termination of employment.

### 3. Use of Vacation

Employees shall complete six (6) months of continuous service before becoming eligible to use accrued vacation leave unless the Personnel Officer Shall authorize the utilization of accrued vacation prior to the completion of this period. The scheduling of and duration of an employee's use of accrued vacation leave shall be determined by the department head with particular regard for the needs of the City. Employees shall not work for the City during their vacation in order to earn double compensation.

In the absence of a departmental policy approved by the City Administration, employees shall apply for vacation at least thirty (30) calendar days before the requested effective date of vacation. Should the requests of two employees conflict, the supervisor may recommend changes to best accommodate all employees. Important criteria to be considered by the supervisor are the classification and seniority of the employees, the dates on which the vacation requests were submitted and workload requirements.

### 4. Compensation in Lieu of Time Off

Each year an employee may request that the City purchase any accrued vacation over 80 hours. Any purchase in excess of 40 hours shall be approved by the City Manager. All requests that the City purchase accrued vacation must be made by November 15<sup>th</sup> and will be paid by December 1<sup>st</sup> of each year.

### 5. Holiday Falling During Vacation

In the event a City holiday falls within an employee's vacation period which would have excused the employee from work and for which no other compensation is made, such holiday shall not be charged as a vacation day.

6. Vacation at Termination

Employees leaving the municipal service who have accumulated vacation leave shall be paid in the amount of accrued vacation to the date of termination.

7. Military Service – Vacation Pay-Off Exception

An employee who interrupts his municipal service because of extended military leave shall, upon the employee's request, be compensated for accrued vacation at the time the leave becomes effective.

B. Sick Leave

1. Statement of Policy

The purpose of sick leave is to provide an employee time off without loss of pay due to illness. It is provided in recognition of the fact that a sick employee is not fully productive and that time off to rest will allow such an employee to recuperate more rapidly.

Additionally, sick leave is provided so that employees who have illnesses which may be contagious will not expose other employees or members of the public. Sick leave shall not be considered as a privilege which an employee may use at the employee's discretion, but shall be granted only upon the recommendation of the department head.

Sick leave shall be allowed and used only in the case of necessity and actual personal sickness or disability, medical or dental treatment, or in the case of an emergency illness in the immediate family. Immediate family shall mean the spouse, parent, child, brother, sister or a close relative residing in the household of the employee.

2. Eligibility

No sick leave, unless authorized by the Personnel Officer, may be taken during the employee's probationary period. Sick leave time accrued for the initial six months of employment may be used after that period has been completed. In order to receive compensation while absent on sick leave, the employee shall notify the head of the department prior to the first day of absence. Notification shall be at least two (2) hours prior to the time set for the beginning of said employee's work shift. Department heads may, at their discretion, reduce the time period required for notification prior to absence and may grant exceptions to the notification requirement if an unreasonable hardship would be imposed on the employee.

When an employee is absent due to illness or injury for more than two (2) days, a physician's certificate may be required stating the cause of the absence and arresting to the employee's ability to resume work. Sick leave is not allowed when the disability results from self-inflicted sickness or injury or will misconduct or in the event disability is sustained while on leave of absence. Five (5) days of sick leave shall be permitted in case of death of a relative of the first degree by blood or marriage.

3. **Affidavit and Physician's Certificate**

On every occasion for which sick leave is requested, regardless of duration, each employee shall file with the Personnel Officer an affidavit specifying the purpose for which the sick leave will be or has been used. The employee will state the particular reason for the use of sick leave, and sick leave pay will be only for the reasons set forth in Section 1 above. Detail must be sufficient enough for the City to reasonably assume the validity of the claim or to injury or illness.

Such information need not be so specific nor is it intended to be used to unnecessarily seek the existence of a disability as defined by the Americans with Disabilities Act. When ever an employee is absent for more than two (2) consecutive working days for any of the reasons set forth in Section 1, the employee shall provide a statement from a physician specifying that the employee was under treatment and incapacitated from work, or confirming the emergency illness of an immediate family member to qualify for sick leave as permitted in Section 1.

Notwithstanding the above, the Personnel Officer may require a physician's statement whenever repeated absences of two (2) days or less occur repeatedly.

4. **Accrual**

Sick leave shall be accrued monthly, beginning with the first month of employment, provided the employee has been in pay status for fifty (50) percent or more of the first or any month thereafter. Sick leave shall be added to the employee's sick accumulation account upon completion of each calendar month with no credit applied during the progress of the month for a portion of the month during which the employee terminates his City service. Sick leave shall be accrued at the rate of ten (10) hours per month for all City employees; an employee may accumulate as much sick leave as the employee's active service time permits after deductions for sick leave use.

5. Deductions

Sick leave with pay shall be granted on an hour-for-hour basis. Calls for medical, dental or other similar practitioner's office which are made during working hours for other than job-related injuries shall be considered sick leave if they are longer than one (1) hour.

Exempt employees whose sick leave balance has been depleted shall be compensated at their regular rate of pay for all absences of less than one day's (shift's) duration necessitated by absence of sick leave.

6. Incentives

Sick leave is a privilege that should not be misused. As an incentive to discourage misuse and encourage long term honorable active service, an employee who retires and/or resigns in good standing shall receive payment in direction proportion to the increments and percentages provided in the following formula:

- a. After five (5) years of continuous service and separation in good standing, ten (10) percent of accumulated sick leave.
- b. After ten (10) years of continuous service and separation in good standing, twenty (20) percent of accumulated sick leave.
- c. After fifteen (15) years of continuous service and separation in good standing, thirty (30) percent of accumulated sick leave.
- d. After twenty (20) years of continuous service and separation in good standing, forty (40) percent of accumulated sick leave.

C. Probationary Period

1. Objective of the Probationary Period

The probationary period shall be regarded as part of the examination process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new employee to the new position.

2. Probationary Period: Regular Appointment

All original and promotional appointments to the classified service positions shall be subject to a probationary period of six (6) months for all non-safety employees.

The City Council may, by resolution, establish a different probationary period for specified classes either directly or by approval of an employment contract.

**3. Notification and Retention of Probationer**

The Personnel Officer shall notify the department head of any probationer one month in advance of the completion of any probationary period. The department head shall recommend in writing to the Personnel Officer whether the probationer shall be retained, not later than two weeks before the end of the probationary period. In any event, the City Manager shall make the final determination whether or not to retain the probationer.

**4. Rejection of Probationer**

During the probationary period, period an employee may be suspended, demoted or terminated at any time by the department head with the approval of the City Manager without cause and without the right of appeal or to submit a grievance. Notification of rejection in writing shall be served on a probationer and a copy filed with the Personnel Officer.

Any probationary employee who is terminated for cause during the probationary period upon charges of serious conduct is entitled to pre-termination administrative review of the termination. The City Manager shall conduct the review and it shall take the form as set forth in Personnel Rules, Rule 11, Section 5, Administrative Review.

**5. Rejection Following Promotion**

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the position from which that employee was promoted, unless that employee is discharged from the classified service in the manner provided in these rules and regulations.

**6. Promotion During Probationary Period**

An employee promoted to a position with a greater maximum rate of pay than that of the employee's original appointment shall be deemed a new probationary employee and will commence the probationary period on the effective date of said promotional appointment.

## 7. Reappointments

Reappointments after termination will be considered as new employment, except for reappointment from a re-employment list where the reappointed employee had previously completed the probationary period in the position from which they were laid off.

### D. Residency Requirement

Any public works employee whose duties include responding to emergency calls essential to the preservation of the health and safety of the community will be required to establish and maintain continuous residence in a location which permits them to respond in a reasonable time to an emergency call. This requirement will be met so long as the employee lives within twelve (12) air-miles of the Greenfield Corporation Yard. Employees are required to be in compliance with this requirement on or before the completion of their probationary period.

### E. Drug Testing

Pursuant to Federal Drug-Free Workplace Action of 1990, the City of Greenfield has adopted a policy setting forth the terms and conditions to establish and maintain a drug-free workplace. The policy, entitled "City of Greenfield Drug-Free Workplace," is incorporated in Personnel Rule 17, Section 6, Attachment A. Employees in this union shall be subject to this policy.

### F. Union Access

The union shall be given access to the workplace provided advance notice is given to the City and there is no disruption to business operations.

### G. Performance Evaluation

There shall be a conference between the evaluator and evaluatee prior to conduct of the final evaluation. The evaluatee may attach a response to any evaluation.

### H. Injury Illness and Prevention Program

The purpose of the City's Injury and Illness Prevention Program as contained in the Personnel Policy is to encourage employees to report unsafe conditions with accordance that City Management will take appropriate action(s). In correcting such conditions, the City displays a commitment to the safety and health of its employees.

The person responsible and with authority to manage the City's Injury/Illness Prevention Program will be the City Manager.

The Safety and Health Compliance Committee shall be composed of the following:

- One Member – Administration
- One Member – Police Association
- One Member – Public Works Department

The committee shall meet on a monthly basis and not less than on a quarterly basis with the City Manager.

#### **Article XII. Term**

The term of this Memorandum of Understanding shall commence on January 1, 2009 and shall expire on December 31, 2010. It is also agreed by both parties to initiate the subsequent meet and confer process in a time manner exchanging written proposals at least 60 days prior to the termination of this Memorandum of Understanding.

#### **Article XIII. Re-Opener**

The parties agree to meet and confer on any health insurance premium increases that may occur upon the annual rate adjustment that normally occurs in March of each year. The City intends to attempt to maintain current premium levels for employees by way of plan modifications if agreeable to both parties.

The parties agree to hold discussions during the contract period so as to consider any enhancements to the PERS retirement plan that is cost neutral to the City.

The City agrees to enter into discussions regarding the issue of increased staffing in lieu of the current practice of contracting out for work in the LLMD areas. Such discussions will occur during the term of the agreement. Where such increased staffing in lieu of contracting out results in a cost savings to the City, such concept will be brought forth for consideration by the City Council.

#### **Article XIV. Grievance Procedure**

For the duration of this contract, the parties agree to incorporate by reference the Grievance Procedure provisions as contained in Rule 14 of the City of Greenfield Personnel Rules manual.

**Article XV. Savings Clause**

If any article or section of this Memorandum of Understanding should be found invalid, unlawful, or unenforceable by reason of any existing or subsequent enacted legislation or by Judicial authority, all other articles and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum. In the event of invalidation of any article or section, the City and the Union agree to meet within 30 days for the purpose of meeting and conferring upon said article or section.

Date: 2/2/09

Date: 3/11/09

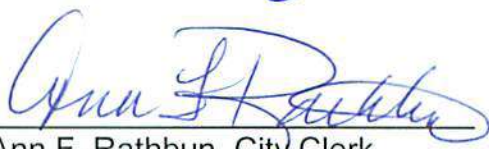
SERVICE EMPLOYEE'S  
INTERNATIONAL UNION  
LOCAL 521

CITY OF GREENFIELD

  
\_\_\_\_\_  
L. Joel Hill, Internal Organizer

  
\_\_\_\_\_  
Roger L. Wong, City Manager

  
\_\_\_\_\_  
Arturo Felix, Bargaining Team Member

  
\_\_\_\_\_  
Ann F. Rathbun, City Clerk





SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CTW-CLC

**BAKERSFIELD**

1001 17th Street  
Bakersfield, CA 93301  
Phone: 661-321-4160  
Fax: 661-325-7814

**FRESNO**

5756 N. Marks Ave., #152  
Fresno, CA 93711  
Phone: 559-447-2560  
Fax: 559-261-9308

**REDWOOD CITY**

891 Marshall Street  
Redwood City, CA 94063  
Phone: 650-779-9910  
Fax: 650-365-7956

**SAN JOSE**

2302 Zanker Road  
San Jose, CA 95131  
Phone: 408-678-3300  
Fax: 408-954-1538

**SANTA CRUZ**

517B Mission Street  
Santa Cruz, CA 95060  
Phone: 831-824-9255  
Fax: 831-459-0756

**Hollister**

Fax: 831-636-0787

**SALINAS**

334 Monterey Street  
Salinas, CA 93901  
Phone: 831-784-2560  
Fax: 831-757-1863

**Watsonville**

Fax: 831-724-9095

**VISALIA**

1811 W. Sunnyside Ave.  
Visalia, CA 93277  
Phone: 559-635-3720  
Fax: 559-733-5006

**Hanford**

Fax: 559-582-3510

**Toll Free:**

1-877-SEIU-521

[www.seiu521.org](http://www.seiu521.org)

## KNOW YOUR RIGHTS

The U.S. Supreme Court has ruled that an employee is entitled to have a Union representative present during any interview that may lead to disciplinary action. These are called your Weingarten Rights.

1. You must request that a Union representative be called into the meeting.
2. You must have reasonable belief that discipline will result from the meeting.
3. You have the right to know the subject of the meeting and the right to consult your Union representative prior to the meeting to get advice.
4. Do not refuse to attend a meeting if a Union Steward is requested, and management denies the request. We suggest that you attend the meeting and repeatedly insist upon your right to have a Union representative present. If this fails, we suggest that you not answer any questions, and take notes.

### READ THIS STATEMENT TO MANAGEMENT:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."