

APPENDICES 2009-2011*

***This is an additional appendices, enclosed by the PFT**

APPENDICES 2009-2011 CONTENTS*

APPENDIX	DESCRIPTION	PAGE(s)
N & N-2	Membership Application 2010-2011 & 1 year MetLife No-Cost Life Insurance (only for new members)	140-1
O	Tentative Agreement, Reopeners in Contract Extension FY 2007-09 Proposed Changes, Article 21, Salary Schedule, Article 25 Professional Development	142-3
P	Letter of Agreement for Contract Extension through June 30, 2011	144-6
Q	PAC Form (PFT's Political Action Committee)	147
R	Timeline for Tenure Review/ 2010-11 Academic Year	148-51
S	Side Letter on State Disability Insurance (SDI) for Part-Time faculty	152
T	Academic Calendar for 2011-2012	153

*Additional documents enclosed in the Contract Bargaining Agreement by the PFT



Membership Application

Membership allows you to vote, receive benefits, and add your voice to the union. It does not increase your union deduction.

To be a voting member of the union and become eligible for membership benefits, simply fill out this form and return it to the PFT. Dues are based on hours worked, so please place a check mark before the category that best describes your employment status. *Remember to sign and date it in the space provided.*

2010-2011 Academic Year and Summer

Contract/Regular Faculty

_____ Dues are based on 0.01550* of gross salary, plus approved AFT/CFT pass-through, due each month of employment. *(or current approved rate)

Part Time/Hourly Faculty

_____ Dues are \$17.22 for each month of employment at 3 equated hours or less

_____ Dues are \$29.82 for each month of employment at more than 3 equated hours, plus approved AFT/CFT pass-through.

Name _____ Email _____

Address _____ City/Zip _____

Home Tel: _____ Work Tel.: _____ Mobile: _____

College _____ Dept. _____ SSN (last 4 digits) _____

Attention: Peralta Community College District, Payroll Deductions Office
You are authorized to deduct as membership dues in place of agency fees as indicated above.

Signature: _____ *Date:* _____

Please return this form to the PFT Office in any of the following ways: ✓

By mail → 500 East Eighth Street, Suite B, Oakland CA 94606

By fax → 510-763-1140

By email (scan forms) → union@pft1603.org



Designation of Beneficiary for Accidental Death and Dismemberment Policy

A Union of Professionals

AFT +
Member Benefits

Member's Name _____ Social Security No. _____

Email Address _____ Local Union No. _____

Policyholder American Federation of Teachers Policy No. C-4363

Name of Beneficiary _____

Address _____

City _____ State _____ Zip Code _____

Signature of Member _____ Date _____

(Required)

This card, when completed, is to be retained by the local until coverage under the policy terminates with respect to the named member, unless



A Union of Professionals

AFT +
Member Benefits

MetLife[®]

Metropolitan Life Insurance Company, New York, NY

A special benefit to you as a new AFT member - \$10,000 No-Cost Life Insurance

Application for Group Term Life Insurance

Underwritten by: Metropolitan Life Insurance Company, New York, NY

MEMBER'S PERSONAL INFORMATION - All sections must be completed.

Member's Name	Social Security No.	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birth Date
Street Address	City	State	Zip Code
E-Mail Address	Home Phone No.	Cell Phone No.	
<input type="checkbox"/> I am a new member within the past 12 months <input type="checkbox"/> I am actively at work (Retirees are not eligible)			
Beneficiary's Name	Relationship to Member		
<input type="checkbox"/> Yes, I elect \$10,000 of Group Term Life Insurance which is available to me at no cost for one full year as a new AFT member. I want to be covered under the group plan for the benefits which I am or may become eligible for, as requested below.			

AFT INFORMATION - All sections must be completed.

AFT Local Union Name	AFT Local Union No.	AFT Membership Date
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You must complete, sign and return this form and it must be received within ninety days of the date that you become a new member of AFT or become aware of this program by receipt of a new member activation package in order to become insured for \$10,000 of Group Term Life Insurance for one year at no cost to you. In no event will you be eligible for this non-contributory coverage beyond 12 months from your date of membership. The premiums for this insurance are being paid by AFT only for one year from the effective date.

I hereby certify that all statements and answers in this form are full, complete, and true to the best of my knowledge and belief. I understand that to be eligible for coverage I must be a new AFT member, actively working, and not currently insured under the Group Term Life Insurance plan for AFT members. I understand that my coverage will become effective on the first day of the month following the date this application is signed.

Any person who knowingly and with intent to defraud any insurance company or any other person files an AFT application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

Signature of Member

Date

In order to make the coverage effective, all of the information requested above must be completed.

The American Federation of Teachers provides this No-Cost Group Term Life Insurance for one year as a benefit to your AFT membership.

For questions: Call toll-free 888/423-8700, visit www.aftbenefits.org or e-mail us at: info@aftbenefits.org.

Insured and administered by Metropolitan Life Insurance Company, New York, NY.

Please return application to the USI Affinity, Voluntary Benefits Coordinator ~ P.O. Box 505 ~ Matawan, NJ 07747-9942

Tentative Agreement
 Reopeners in Contract Extension FY 2007-09 Proposed Changes
 Article 21 Salary Schedule
 Article 25 Professional Development

In accordance with Article 21.C. COLA and Reopener Negotiations for 2007/08 and 2008/09 fiscal years, the Peralta Community College District (the 'PCCD') and the Peralta Federation of Teachers (the 'PFT') have met in good faith and reached the following tentative agreement:

1. The PCCD shall provide additional funding to fully fund the 25-step faculty salary schedule, effective July 1, 2007. Also effective July 1, 2007, there will no longer be a longevity stipend.
2. All represented employees will receive the 4.53% COLA increase effective July 1, 2007.
3. All represented employees shall receive Peralta's state provided COLA for 2008-2009. Either party may reopen negotiations on the issue of parity and PCCD's pro-rata rates for hourly and extra service between May 2008 and June 2009. Current practice for office hours, part-time health benefits and parity will continue for FY 2008-09. The PFT and PCCD agree there will be no additional reopener on any new general fund non-designated money during FY 2008-09.
4. The PCCD and PFT shall investigate the issue of wraparound medical insurance policies for contract faculty hired after 7/1/04.
5. This agreement allows part-time faculty to work during intersession and not have it count towards load for purposes of achieving probationary status (see new EI in Article 31, attached). Other changes to Article 31 (attached) are also agreed to.
6. PFT will make a good faith effort to work with the District to meet the requirements of calendar programming for the PeopleSoft system.
7. The PCCD and the PFT will discuss the appropriateness of a non-credit program at Peralta, including the feasibility of a differential salary schedule for people teaching non-credit courses.
8. Within 60 (sixty) calendar days after the approval of this agreement by all parties, the PCCD and the PFT agree to develop an on-line form to record Professional Development activities of the faculty. Activities reported may include, but will not be limited to, shared governance activities, scholarly, educational, and pedagogical pursuits, involvement with community, educational and related organizations, skills, knowledge, attitude enhancement, and college activities to support or enhance the learning experiences for the students. The form shall be submitted by contract

faculty each semester prior to the first week of instruction of the following semester. All reports generated from this information shall be provided to the PFT and the District Staff Development Officer.

9. The PFT acknowledges and agrees that using PeopleSoft PASSPORT to obtain rosters and post grades online, and the self-study accreditation program are essential functions of the job of full-time contract faculty. The parties shall work together on identifying district-provided training and infrastructure needs to comply with the requirements of PeopleSoft PASSPORT. The District is responsible for providing reasonable access to equipment and support.


These contract articles are subject to approval of the PFT in accordance with its procedures and, thereafter, to approval of the PCCD's Chancellor and Board of Trustees.

Dated: February 4, 2008

Dated: 2/4/2008

For PCCD:

For PFT:





Thomas Smith (Signature)
Chief Negotiator, PCCD

Richard Greenspan (Signature)
Chief Negotiator, PFT

Letter of Agreement for Extension of the Collective Bargaining Agreement Between the Peralta Community College District and the Peralta Federation of Teachers through June 30, 2011

The Peralta Community College District ("District") and the Peralta Federation of Teachers ("PFT") have met in good faith and hereby agree to the following:

1. The parties' Collective Bargaining Agreement in effect during the period of July 1, 2009 through June 30, 2010, shall be and hereby is extended for the period of July 1, 2010, up to and including June 30, 2011. This agreement shall be known as the 2010-2011 Agreement.
2. All dates and provisions specified in the 2009-2010 Agreement will be extended to reflect the 2010-2011 Agreement.
3. Upon expiration of the 2010-2011 Agreement, the terms and conditions of the 2009-2010 Agreement shall continue in effect until a new agreement is adopted.
4. Medical benefit difference.
 - a. Projected Increase. Medical benefits costs are projected to increase in 2010-11 over the 2009-10 expenditures, the PFT and District estimate the increase to be about \$550,000.
 - b. Faculty "contribution." After joint PFT/District consultation with the District's Benefits Broker, the PFT agrees to "reimburse" the District a sum to be determined as provided herein, to compensate for any *actual* increase in full and part-time faculty unit medical benefits costs, for 2010-2011, compared to 2009-2010. This shall be known as the "faculty contribution." This contribution shall be credited as provided herein. The term "*actual*" as used in this agreement refers to its ordinary dictionary definition, that is the "existing in fact" difference, amount, faculty contribution or increase, as the case may be.
 - c. Crediting of the faculty contribution:

The faculty "contribution" shall result from the following "cuts," which shall be implemented, unless any cuts herein *are unnecessary* due to *actual* financial conditions:

- i. Rescind 3.0 FTEF Sabbaticals for 2010-2011 = \$135,000
- ii. Suspend staff development funds for 2010-2011 = \$120,000
- iii. Rescind Tenure Review Stipends for 2010-2011 = \$ 66,000 (unpaid TRC participation will be credited towards contract faculty's evaluation obligation)
- iv. Reduce TRC facilitator Release time for 2010-2011 by .2 = \$9000
- v. Reduce District Staff Development Officer's Release Time for 2010-2011 by .5 = \$27,000
- vi. Reduce SLO Coordinators' Release Time for 2010-2011 by .2 = \$9000
- vii. Reduce Distance Ed Coordinators' Release Time for 2010-2011 by .2 = \$9,000
- viii. Reduce Department Chair Release time for 2010-2011 by 4.0 FTEF = \$180,000

- d. If the amount of the "faculty contribution" made for 2010-2011 exceeds the actual amount of the

required faculty contribution, then the actual amount of the excess faculty contribution for 2010-2011 shall be restored to the faculty with the beneficiary of the excess contribution determined as provided for in negotiations between the PFT and the District. (See # 5 below.) If the parties cannot agree on how the restoration shall be accomplished, then the restoration shall be determined by an arbitrator, selected in accordance with the parties Agreement.

If the "faculty contribution" is less than the actual amount of the required faculty contribution, then the PFT agrees to make up the difference with an additional faculty contribution. The contribution shall be made up of the elements set forth above. If the elements of compensation above are insufficient to make up the excess, additional compensation shall be determined in negotiations between the PFT and the District. If the parties cannot agree on how the additional contribution shall be accomplished, then the source of the contributions shall be determined by an arbitrator, selected in accordance with the parties Agreement.

Calculation of the actual "Medical Benefit difference." The actual difference shall be determined by calculating the total cost actually attributed to the faculty unit for health benefits, for 2010-2011, compared to the total cost actually attributed to the faculty unit for health benefits for 2009-2010

e. Information. In the course of its calculations and reconciliation, the District shall promptly share all information and calculations with the PFT.

5. Reconciliation. The District shall reconcile the *actual* faculty contributions and faculty obligations resulting from the above provisions, midyear, no later than December 1, 2010, and a final reconciliation on August 1, 2011, unless extended by mutual agreement of PFT and the District. Any disputes concerning the District's calculations shall be negotiated between the PFT and the District. If not resolved, PFT may grieve the matter as provided for herein.

Following the December reconciliation, the PFT and the District will adjust the faculty contribution as required. If it is determined that the faculty contribution is greater than the projected benefit costs, the contribution will be reduced and the savings will be used to restore department chair released time. If it is determined the contribution is not enough, additional released time will be reduced from the department chair allocation.

The parties agree all department chair release time reductions will occur in the spring 2011 semester. If a department chair decides s/he does not wish to serve in the spring semester because of the reduced released time, new department chair elections will be conducted following the procedures outlined in Article 14 of the contract. The regular department chair election process will resume in spring 2011.

Following the August 2011 reconciliation, 4 d. above will be followed to resolve outstanding obligations by either party.

6. The PFT and PCCD recognize the economic situation is dynamic and the District's fiscal situation for 2010-11 depends on many factors. Therefore, either party may request a reopener of this agreement at any time in order to discuss issues regarding the District's finances, budget and/or expenditures.
7. Part-time faculty who lost classes and/or assignments as a result of the 2009-10 and 2010-11 budget cuts will be considered active employees for purposes of rehiring. Their names will continue to appear on the District's Eligibility List (Article 30-D), and the colleges will make a good faith effort to employ them before new part-time faculty are hired. Part-time faculty who were in the preferred hiring pool as of fall 2009 and who subsequently lost their eligibility because of the 2009-10, 2010-11 budget cuts will retain their status in the preferred hiring pool. They will also retain their hiring pool base load from Fall 2009 if that is greater than the calculated base load for 2009-10 or 2010-11 and shall be called by their deans when classes re-open.
8. Any cuts made in this agreement during 2010-11 shall be considered "one time only" and shall *sunset* on June

30, 2011. They shall not be considered *status quo* going into the next contract.

9. Consistent with all side-letters between the parties, any disputes over the misinterpretation, misapplication or violation of this side-letter are subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.
10. This Agreement is subject to approval of the PFT in accordance with its procedures, and, thereafter, to approval of the PCCD's Board of Trustees.

Dated: 4/30/10

Dated: 4/30/10

District: W.R.A.

PFT: DW

JOIN THE POLITICAL ACTION COMMITTEE OF THE PERALTA FEDERATION OF TEACHERS

What is the PAC?

PFT PAC is the political arm of the faculty. PAC is an organization that is separate from and independent of the PFT. PAC has its own officers, constitution, membership, bank account, and (voluntary payroll deduction) dues.

What is the purpose of the PAC?

The purpose of the PFT PAC is to organize for more effective political action related to education issues; election of members of the Peralta Community College Board; and support of public policy initiatives, legislation, and other efforts that strengthen union representation rights, health, safety, pay, and working conditions, and other concerns of workers in our communities.

How do I become a member? How are PAC funds used?

You can become a voting PAC member by signing up for payroll deduction. Those funds are then used for specific political purposes, as determined by a vote of the members. PAC funds are used to print flyers, postcards, and other educational outreach materials, and to support PAC-endorsed initiatives and Peralta Board candidates. Only PAC members can vote on how PAC funds are spent. Although only faculty can become voting PAC members, others are welcome to contribute.

To join the PAC and have a voice in trustee elections and other political initiatives, please fill out the form below.

PLEASE RETURN THIS FORM TO Matthew Goldstein (Laney College, T 402, X3156, mmgoldstein@gmail.com)
OR FAX IT TO at 510-763-1140

NAME: _____ COLLEGE: _____ DEPARTMENT: _____

ADDRESS: _____ CITY: _____ ZIP: _____

HOME PHONE: _____ WORK PHONE: _____ E-MAIL: _____

TO: PERALTA COMMUNITY COLLEGE DISTRICT, PAYROLL DEDUCTIONS:

YOU ARE AUTHORIZED TO DEDUCT THE AMOUNT OF:

_____ \$30 _____ \$25 _____ \$20 _____ \$15 _____ \$10 _____ \$

FROM MY GROSS SALARY EACH MONTH OF EMPLOYMENT AND PAY THE SAME TO THE PERALTA FEDERATION OF TEACHERS POLITICAL ACTION COMMITTEE. IT IS UNDERSTOOD THAT THIS AUTHORIZATION SHALL BE CONTINUED AUTOMATICALLY EACH MONTH OF EMPLOYMENT UNTIL REVOKED BY ME IN WRITING.

ID # _____

SIGNATURE: _____ SOCIAL SECURITY #: _____ DATE: _____

TIMELINE FOR TENURE REVIEW

2010-11 Academic Year

Fall 2010 Semester

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
AUGUST 16	17	18 Professional Day – District Day & TR Orientation	19 Professional Day – At the Colleges	20 Professional Day – At the Colleges	21-22
23 <i>Classes Begin— Fall 10 Semester</i>	24	25	26	27	28-29
30	31	SEPTEMBER 1	2	3	4-5
6 HOLIDAY— Labor Day	7	8	9	10 <i>TRC to have met w/Cand. to do Evaluation Plan;</i>	11-12
13	14	15	16	17 <i>Completed Eval. Plan to be sent to Candidate, Vice Pres., & Tenure Facilitators (TF)</i>	18-19
20 <i>1st Set of Student Evaluations and a Fac./Classroom Observation to be done this week (SEIs go to D.O. for processing)</i>	21	22	23	24 <i>VPI & TF to have approved Eval. Plan & distributed copies to TRC Chair & Candidate</i>	25-26
27	28	29	30	OCTOBER 1	2-3
4	5	6	7	8 <i>TRC Conf. w/Candidate to review Evaluations ASAP after Stud.Eval. (SEI) Report is received by TRC Chair</i>	9-10

(FALL 2010 – continued)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
(OCTOBER) 11 <i>2nd Set of Stud. Eval. (SEI) & Faculty Classroom Observation to be done this week (SEIs go to D.O. for processing)</i>	12	13	14	15	16-17
18 <i>Peer Eval's. to be sent by Dean to faculty in Candidate's discipline</i>	19	20	21	22	23-24
25	26	27	28	29 <i>TRC Conf. with Candidate to review Eval's. ASAP after rec't. of SEI Report by TRC Chair</i>	30-31
November 1 <i>3rd Set of Stud. Evaluations (SEIs) & Fac./Classroom Observation to be done this week (SEIs go to D.O. for processing)</i>	2	3	4	5	6-7
8	9	10	11 HOLIDAY – Veteran's Day	12	13-14
15 <i>Admin. Eval. & Peer Eval.'s to be done & put in TR Portfolio</i>	16	17	18	19 <i>TRC Conf. with Candidate to review Eval's. (ASAP after rec't.) of SEI Report by TRC Chair</i>	20-21
22 <i>Candidate's Self Eval. to be done & given to TRC Chair</i>	23	24	25 HOLIDAY— Thanksgiving	26 HOLIDAY— Thanksgiving	27-28 HOLIDAY— Thanksgiving
29	30	DECEMBER 1	2 <i>TRC to have completed Summary Report</i>	3 <i>TRC Conference to review all eval's; Summ. Rpt., & for all to Sign Cert/Rec. form</i>	4-5
6	7	8	9 <i>Candidate's Response* to TRC Rec. due *(if desired)</i>	10 Summary Report & Cert. Rec. to TR file or TF before Holidays	11-12 <i>Final Exams Begin</i>
13 <i>Final Exams</i>	14 <i>Final Exams</i>	15 <i>Final Exams</i>	16 <i>Final Exams</i>	17 <i>Final Exams/ Instruction Ends</i>	18-19
20	21	22	23 WORK FURLOUGH DAY	24 HOLIDAY -- Christmas Eve	25-26 HOLIDAY BREAK

Spring 2011 Semester

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
DECEMBER 27 HOLIDAY -- Christmas Closure	28 HOLIDAY BREAK	29 HOLIDAY BREAK	30 HOLIDAY BREAK	31 HOLIDAY— New Years' Eve	JANUARY 1-2
3 HOLIDAY -- New Years' Day Closure	4 WORK FURLOUGH DAY	5	6	7	8-9
10	11	12	13	14	15-16
17 HOLIDAY— MLK, Jr. B-Day	18	19 Professional Day – District Day	20 Professional Day	21 Professional Day	22-23
24 Classes begin Spring 2011 Semester	25 <i>(If necessary or for 1st yr TT cand.] 4th Stud. Eval & Addit. Faculty Classrm. Obs. to be done</i>	26	27	28 <i>Ten. Rev. Cert. Comm. to meet to Cert. Recs. & Send Cert./Recs to President</i>	29-30
31	February 1	2	3	4 <i>President to have submitted Cert./Recs to Chanc. via VC-Ed.Svcs.</i>	5-6
7 <i>(If necessary or for 1st yr TT cand.] 5th Stud. Eval & Addit. Faculty Classrm. Obs. to be done</i>	8	9	10 <i>VC-ES meets with TFs to review all TRC Certs./Recs.</i>	11	12-13
14	15	16	17	18 HOLIDAY— President's Day	19-20 HOLIDAY— President's Day
21 HOLIDAY— President's Day	22 <i>VC-ES to have reviewed and sent all TR Certs./ Recs. to Chancell/or</i>	23	24	25 <i>(If necessary or for 1st yr TT cand.] 6th Stud. Eval & Addit. Faculty Classrm. Obs. to be done</i>	26-27

(Spring 2011 – continued)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUNDAY
28 <i>TRC Conf. to review file & evaluations</i>	March 1	2	3	4	5-6
7	8	9	10	11	12-13
14 <i>[If nec., addit.] Fac/Class. Obs. &/or Stud. Evals to be done (SEIs go to D.O. for processing)</i>	<i>IF APPLICABLE, NOTICES OF NON-RENEWAL OF CONTRACTS GO OUT</i>	16	17	18	19-20
21	22	23	24	25	26-27
28 <i>Candidate's Self Evaluation due</i>	29	30	31	APRIL 1	2-3
4	5	6	7	8	9-10
11	12	13	14	15 <i>TRC Conf. with TT Candidate & TF to review portfolio</i>	16-17
18 <i>Spring Break Begins</i>	<i>Spring Break</i>	<i>Spring Break</i>	<i>Spring Break</i>	22 <i>Spring Break / HOLIDAY-- Cesar Chavez Day Observe</i>	23-24 <i>Spring Break Ends Easter Sunday</i>
25 <i>All docs. must be in file in VPI's Office; TFs verify for TRC Stipends</i>	26	27	28	29	APR 30-MAY 1
2	3	4	5	6 <i>TFs to verify to VCES that all docs are in files & all TR work done (for TRC Stipends)</i>	7-8
9	10	11	12	13	14-15
16	17	18	19 HOLIDAY-- Malcolm X B-Day	20	21-22 <i>Final Exams Begin</i>
23 <i>Final Exams</i>	24 <i>Final Exams</i>	25 <i>Final Exams</i>	26 <i>Final Exams</i>	27 <i>Final Exams/ Semester Ends</i>	28-29
30 HOLIDAY – Memorial Day	31				

**Side Letter of Agreement
Peralta Federation of Teachers (PFT) and
Peralta Community College District (PCCD)**

The Peralta Federation of Teachers (PFT) and the Peralta Community College District (PCCD) agree to the following addition to Article 22, Health and Welfare Benefits:

22.12

- a. The part-time, temporary faculty have voted to be included in the State Disability Insurance ("SDI") program in accordance with A.B. 381 (Unemployment Insurance Code Section 710.9).
- b. Part-time faculty shall pay 100% of the contribution required to participate in the California SDI program through regular payroll deductions.
- c. PCCD shall implement this program as soon as practicable, but in no event, no later than an effective date of January 4, 2011.
- d. PCCD may hereafter cease participation in this program only to the extent allowed by law.

Dated: 10/26/10

By: Wise E. Allen
Wise E. Allen, Chancellor

Dated: 10/26/10

By: Judy Largent
Trudy Largent, J.D.
Vice Chancellor for Human Resources

Dated: Oct. 22, 2010

By: Debra Weintraub
Debra Weintraub, President
Peralta Federation of Teachers

152

4	5	6	7	8	9	10
11	FX	FX	FX	FX	L	17
18	19	20	21	22	HO	HO
25	HO	HC	HC	HC	HO	HO

3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	6W	19	20	21	22	23
24	25	26	27	28	29	30

Approved: 11-19-2010

Approved: 11-19-2010

Debbie Budd
Debbie Budd, VC Ed Services

Debra Weintraub
Debra Weintraub, PFT President