

**KALEIDA HEALTH
1199/SEIU UNITED HEALTHCARE WORKERS EAST
COMMUNICATIONS WORKERS OF AMERICA**

2022 CONTRACT NEGOTIATIONS

Union Proposal
Date Presented: July 28, 2022
Employer Revised Package
Proposal
Date Presented: August 2, 2022

**Article 82
Holidays**

**For All CWA, IUOE and 1199SEIU BU's
Except OCH RN/LPN and Professionals**

Section 1. Employees who work on New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid a premium of one and one-half (1½) times their hourly rate for all hours worked on the holiday and as outlined below.

a.) Greater Than Eight (8) Hour Shift Employees:

- (1.) When the majority of hours worked fall within the twenty-four (24) hour period, beginning at 6:00 am on the day of the holiday.
- (2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31 **and to include variable and mid-shift employees.**

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/31 – 6pm on 1/1.

- (3.) Exception 2: Christmas Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 24 **and to include variable and mid-shift employees.**

Employees working a Mid Shift or Variable shift on the Christmas Holiday will receive the Holiday premium if they are scheduled for

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and work at least 50% of their shift between the hours of 6pm on 12/24 – 6pm on 12/25.

***Exception the 12pm – 12:30am mid shift on 12/25 at DeGraff Medical Park will receive the holiday premium.**

b.) Eight (8) Hour (or less) Shift Employees:

- (1.) When the majority of hours worked falls within the twenty-four (24) hour period beginning at 11:00 pm on the eve of the holiday.
- (2.) The only exception will be the New Year's Day holiday. Premium will be paid when the majority of hours fall within the twenty-four (24) hour period beginning at 3:00 pm December 31, including 11 am – 7 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the ~~major~~ **contractual** holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the ~~major~~ **contractual** holiday falls on a Sunday, Monday will be considered the holiday.
- c.) Full time employees whose work schedules are eight (8) hours long and the department is only open five (5) days a week, it is understood by the parties that in this instance when the holiday falls within this time frame, the employee will be scheduled for PTO for the holiday.

It is agreed to and understood by the parties that no later than November 1 of each year, the Employer will notify employees if a department will remain open on the Monday or Friday referenced above, for the following year, thereby giving the employees an opportunity to make a time request for either the Monday or Friday off.

For the 2022 Holiday Season:

Section 3. When the department must remain open for the six (6) ~~major~~ **contractual** holidays, employees scheduled eight (8) hours or less shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Memorial Day or Independence Day;
- b.) Labor Day or Thanksgiving Day; and
- c.) Christmas Day or New Year's Day.

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Section 4. When the department must remain open for the six (6) major holidays, employees scheduled to work greater than eight (8) hours including forty (40) hour weekend employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Memorial Day, Independence Day and Labor Day;
- b.) Thanksgiving Day, Christmas Day and New Year's Day.

Section 5. For the 2023 Holiday Season:

Section 6. When the department must remain open for the ~~six (6) major~~ **eight (8) contractual** holidays, employees scheduled eight (8) hours or less shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) **Martin Luther King, Jr. Day of Memorial Day;**
- b.) **Juneteenth** or Independence Day;
- c.) Labor Day or Thanksgiving Day; and
- d.) Christmas Day or New Year's Day.

Section 7. When the department must remain open for the ~~six (6) major~~ **eight (8) contractual** holidays, employees scheduled to work greater than eight (8) hours including forty (40) hour weekend employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) **Martin Luther King, Jr Day or Memorial Day;**
- a.) **Juneteenth or** Independence Day **or** Labor Day;
- b.) Thanksgiving Day **or** Christmas Day **or** New Year's Day.

Section 8. Selection of the Holiday:

- a.) A preference list shall be posted in each department for the purpose of selecting the holiday to work. All employees must sign up for a holiday preference or they will be assigned a holiday based on their seniority and the look back period. See Section 5b and 5c, 1 and 2 below.
- b.) The preference list posting dates **beginning in 2023** will be:
 - (1) **by October 1 for holiday groupings in 4. a. 1 and 4. b. 1;**
 - (2) **by February 1 for the Summer holidays 4. a. 2, 4. a. 3, and 4. b. 2; and**

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(3.) by June 1 for the Winter holidays 4. a. 4 and 4. b. 3.

The preference shall be posted for the month and holidays will be approved within thirty (30) days from the end of the posting. This thirty (30) day period will include the one (1) week period for posting referenced in b.) below.

- c.) If the distribution of staff is uneven a notice will be posted for one (1) week for volunteers to change their preference.
- (1.) For eight (8) hours or less: If there are insufficient volunteers, then the employee who is least senior and had the holiday off the previous year shall be reassigned to another holiday in the group.
 - (2.) For greater than eight (8) hours: If there are insufficient volunteers then the employee who is least senior and had the holiday off the previous two (2) years shall be assigned to another holiday in the group.
 - (3.) If there are too many volunteers then the employee who is most senior will be offered to work or be taken off the holiday.
 - (4.) Employees who volunteer to work more than one holiday, in that holiday group, will be awarded the extra holiday in order of seniority on a rotating basis.
 - (5.) If no employees from their hired shift volunteer to work a holiday; other employees may volunteer to work that shift, as long as there is no need on that employee's primary shift.
- d.) In the event that staff is not provided in a.-b. above, then the staff will be asked to volunteer for an additional holiday. If staffing remains insufficient, it shall be provided from a seniority list of the employees who have not worked the holiday in the past two (2) years with the least senior being utilized first. However, any one (1) staff member shall not work more than one (1) additional holiday in a calendar year.
- e.) If the unit/department's census or patient acuity decreases, then any employee required to work more than one (1) holiday in that group shall be offered benefit time first. If there is more than one (1) employee in this category, benefit time will be offered by seniority. In the event there are no employees in this category, benefit time shall be offered to other staff members based on seniority.
- f.) Employees who volunteer to work more than one (1) holiday in a group shall be considered last for benefit time off on the holiday they volunteered for.
- g.) Holiday commitments which occur during approved PTO will be met.

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- h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted and as per Article 15 Section 7 of the Master Agreement. Written requests must have signatures of the affected employees and must be approved by the appropriate manager. The initially scheduled holiday shall be considered the holiday commitment.
- i.) An employee will not be scheduled to work the eve and the day of Christmas or New Year's unless he or she volunteers to do so.
- j.) If an employee successfully bids and transfers to a new position they will be required to meet their Holiday commitment. This may require the employee to reschedule their Holiday to meet the needs of the new unit; if their commitment was not already met inclusive of the process in Section 5b.) & c.) of this article. For an involuntary transfer, posted holiday commitments will be honored for that grouping.
- k.) If an employee calls in on their scheduled Holiday, the employee will not have met their Holiday commitment **and may be scheduled for that holiday the following year.**

~~Section 6. — PTO will not be paid when the employees do not report to work for the last scheduled shift before a holiday or the first scheduled shift after a holiday, providing that either of these days are within three (3) days of the holiday. PTO will also not be paid when an employee does not report for work on their scheduled shift on the holiday. Employees who do not report for the last scheduled shift before a holiday or the first scheduled shift after a holiday or those who do not report for work on the holiday will be charged with a PTU.~~

Section 6. The Employer will not float employees on a ~~major~~ **contractual** holiday.

FOR ALL CWA BARGAINING UNITS

Section 1. If an employee is downsized on a holiday, that occurrence will not be counted on the downsizing wheel for the department.

FOR OCH RN/LPN

Section 1. Employees who work on New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid a premium of one and one-half (1½) times their hourly rate for all hours worked on the holiday and as outlined below.

- a.) Greater Than Eight (8) Hour Shift Employees:

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- (1.) When the majority of hours worked fall within the twenty-four (24) hour period, beginning at 6:00 am on the day of the holiday.
- (2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 31 **and to include variable and mid-shift employees.**

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/31 – 6pm on 1/1.

- (3.) Exception 2: Christmas Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 24 **and to include variable and mid-shift employees.**

Employees working a Mid Shift or Variable shift on the Christmas Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/24 – 6pm on 12/25.

b.) Eight (8) Hour (or less) Shift Employees:

- (1.) When the majority of hours worked falls within the twenty-four (24) hour period beginning at 11:00 pm on the eve of the holiday.
- (2.) The only exception will be the New Year's Day holiday. Premium will be paid when the majority of hours fall within the twenty-four (24) hour period beginning at 3:00 pm December 31, including 11 am – 7 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the ~~major~~ **contractual** holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the ~~major~~ **contractual** holiday falls on a Sunday, Monday will be considered the holiday.
- c.) Full time employees whose work schedules are eight (8) hours long and the department is only open five (5) days a week, it is understood by the parties that

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in this instance when the holiday falls within this time frame, the employee will be scheduled for PTO for the holiday.

It is agreed to and understood by the parties that no later than November 1 of each year, the Employer will notify employees if a department will remain open on the Monday or Friday referenced above, for the following year, thereby giving the employees an opportunity to make a time request for either the Monday or Friday off.

Section 3. ~~PTO will not be paid when the employees do not report to work for the last scheduled shift before a holiday or the first scheduled shift after a holiday, providing that either of these days are within three (3) days of the holiday. PTO will also not be paid when an employee does not report for work on their scheduled shift on the holiday.~~ **Employees who do not report for the last scheduled shift before a holiday or the first scheduled shift after a holiday or those who do not report for work on the holiday will be charged with a PTU.**

Section 4. For the Licensed Practical Nurses and the Registered Nurses at ~~Women and Children's Hospital of Buffalo,~~ **John R. Oishei Children's Hospital** the following language will apply:

- a.) All employees holding rotating positions will bid and work their holiday requirement on their primary shift, except in areas where rotation is pre-assigned on a yearly basis.
- b.) The Hospital will schedule enough staff to appropriately cover the normal staffing pattern of each clinical unit including float pools. In the event that the staffing on a holiday exceeds the normal requirement, an employee may be taken off the holiday in descending seniority order and rescheduled to adequately staff another day during the pay period if mutually agreed upon.
- c.) An employee who calls in PTU or reports off on a holiday listed in this Agreement will be required to make up such days on another holiday within the next twelve months unless the absence is due to the employee's extended illness (three [3] or more days), hospitalization, bereavement leave, LOA, Workers' Compensation, DBL or continuous FMLA.
- d.) Switching of shifts or partial shifts between employees may occur after the schedule is posted with the manager's approval. Written request must have signatures of the affected employees. The initially scheduled holiday shall be considered the holiday commitment. Partial shifts must be a minimum of four (4) hours in length.
- e.) Employees on DBL, Workers' Compensation or other extended leave will be contacted by the Manager for their holiday time requests. All holiday bidding deadlines will be upheld.

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f.) **Holiday Requirements for 2022:**

- (1.) Employees working shifts of eight (8) hours or less will be scheduled to work one holiday from each of the following groups:
 - (a.) Memorial Day and July 4;
 - (b.) Labor Day and Thanksgiving Day.
- (2.) Employees working extended shifts (ten [10] hours or greater) will be scheduled to work one of the following holidays:
 - (a.) Memorial Day;
 - (b.) July 4;
 - (c.) Labor Day;
 - (d.) Thanksgiving Day.
- (3.) Per diem employees will be scheduled to work one holiday from the following group:

Memorial Day, July 4, Labor Day or Thanksgiving.

Bidding for these holidays will be done by seniority at the same time as vacation bidding. An employee's scheduled vacation week does not excuse the employee from the above holiday obligations.

- (4.) Employees working shifts of eight (8) hours or less will be scheduled to work two (2) of the following:
 - (a.) Christmas Eve;
 - (b.) Christmas Day;
 - (c.) New Year's Eve;
 - (d.) New Year's Day.
- (5.) Employees working extended shifts will be scheduled to work one of the following:
 - (a.) Christmas Eve;

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- (b.) Christmas Day;
- (c.) New Year's Eve;
- (d.) New Year's Day.

(6.) Per diem employees will be scheduled to work one holiday from the following group:

- (a.) Christmas Eve;
- (b.) Christmas Day;
- (c.) New Year's Eve;
- (d.) New Year's Day.

g.) Holiday Requirements Beginning in 2023:

(1.) Employees working shifts of eight (8) hours or less will be scheduled to work one holiday from each of the following groups:

- (a.) Martin Luther King, Jr. Day or Memorial Day;**
- (b.) Juneteenth and July 4;**
- (c.) Labor Day and Thanksgiving Day.**

(2.) Employees working extended shifts (ten [10] hours or greater) will be scheduled to work one of the following holidays:

- (a.) Martin Luther King, Jr. Day;**
- (b.) Memorial Day;**
- (c.) Juneteenth;**
- (d.) July 4;**
- (e.) Labor Day;**
- (f.) Thanksgiving Day.**

(3.) Per diem employees will be scheduled to work one holiday from the following group:

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**Martin Luther King, Jr. Day, Memorial Day, Juneteenth, July 4,
Labor Day or Thanksgiving.**

Bidding for these holidays will be done by seniority at the same time as vacation bidding. An employee's scheduled vacation week does not excuse the employee from the above holiday obligations.

- (4.) Employees working shifts of eight (8) hours or less will be scheduled to work two (2) of the following:**
 - (a.) Christmas Eve;**
 - (b.) Christmas Day;**
 - (c.) New Year's Eve;**
 - (d.) New Year's Day.**

- (5.) Employees working extended shifts will be scheduled to work one of the following:**
 - (a.) Christmas Eve;**
 - (b.) Christmas Day;**
 - (c.) New Year's Eve;**
 - (d.) New Year's Day.**

- (6.) Per diem employees will be scheduled to work one holiday from the following group:**
 - (a.) Christmas Eve;**
 - (b.) Christmas Day;**
 - (c.) New Year's Eve;**
 - (d.) New Year's Day.**

A preference list will be posted in each unit for the purpose of selecting winter holiday work by seniority. Then preference list will be posted for the month of August and winter holidays will be approved within 30 calendar days of the end of this posting.

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An employee's scheduled vacation will not excuse an employee from their Holiday obligation. However, an employee scheduled for vacation for only one of the Christmas/New Year's weeks will be scheduled to fulfill their Holiday obligation on the alternate holiday or holidays. An employee scheduled for both weeks' vacation will choose their holiday or holiday by seniority.

- g.) In order to meet the staffing needs of the department, it may be necessary to schedule an additional holiday based on seniority. Employees who are required to schedule an extra holiday will be offered, in seniority order, a choice from the remaining holidays. Additional holidays will be designated as such on the schedules.
- h.) In the event that the number of staff on a unit exceeds the required staff needed, those employees scheduled to work the additional holiday will be downsized first. If there is more than one employee in this category, time off will be offered by seniority. If there is no employee in this category, downsizing will be completed based on seniority of all scheduled staff, inclusive of per diems. Float Pool seniority will be blended with the seniority of all employees within the Division that the Float Pool employee is assigned.
- i.) Per Diem employees will be blended into the seniority of all employees within the unit for the purpose of bidding on holiday time. They will not be required to schedule an additional holiday unless they choose to do so.
- j.) No employee will be required to work more than sixteen (16) hours over Christmas Eve and Christmas Day (from 7:00 a.m. December 24 to 7:30 a.m. December 26) unless scheduled for a holiday make-up day. During this period, no employee will be scheduled for a length of shifts that varies from their regular shift.
- k.) No extended shift employee will be scheduled to work more than two (2) consecutive shifts between December 23 and December 26.

For OCH Professional Bargaining Unit

Section 1. Employees who work on New Year's Day, **Martin Luther King, Jr. Day**, Memorial Day, **Juneteenth**, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be paid a premium of one and one-half (1½) times their hourly rate for all hours worked on the holiday and as outlined below.

- a.) Greater Than Eight (8) Hour Shift Employees:
 - 1.) When the majority of hours worked fall within the twenty-four (24) hour period, beginning at 6:00 am on the day of the holiday.
 - 2.) Exception 1: The New Year's Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period

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beginning at 6:00 pm on December 31 **and to include variable and mid-shift employees.**

Employees working a Mid Shift or Variable shift on the New Year's Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/31 – 6pm on 1/1.

- 3.) Exception 2: Christmas Day holiday premium will be paid when the majority of hours worked falls within the twenty-four (24) hour period beginning at 6:00 pm on December 24 **and to include variable and mid shift employees.**

Employees working a Mid Shift or Variable shift on the Christmas Holiday will receive the Holiday premium if they are scheduled for and work at least 50% of their shift between the hours of 6pm on 12/24 – 6pm on 12/25.

b.) Eight (8) Hour (or less) Shift Employees:

- 1.) When the majority of hours worked falls within the twenty-four (24) hour period beginning at 11:00 pm on the eve of the holiday.
- 2.) The only exception will be the New Year's Day holiday. Premium will be paid when the majority of hours fall within the twenty-four (24) hour period beginning at 3:00 pm December 31, including 11 am – 7 pm shift.

Section 2. For departments that will close to celebrate a holiday, the following will apply for scheduling purposes only.

- a.) If the ~~major~~ **contractual** holiday falls on a Saturday, Friday will be considered the holiday.
- b.) If the ~~major~~ **contractual** holiday falls on a Sunday, Monday will be considered the holiday.
- c.) Full time employees whose work schedules are eight (8) hours long and the department is only open five (5) days a week, it is understood by the parties that in this instance when the holiday falls within this time frame, the employee will be scheduled for PTO for the holiday.

It is agreed to and understood by the parties that no later than November 1 of each year, the Employer will notify employees if a department will remain open on the Monday or Friday referenced above, for the following year, thereby giving the employees an opportunity to make a time request for either the Monday or Friday off.

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2022 Holidays:

Section 3. When the department must remain open for the six (6) ~~major~~ **contractual** holidays, employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) Memorial Day, Independence Day and Labor Day;
- b.) Thanksgiving Day, Christmas Day and New Year's Day.

2023 Holidays:

Section 4. When the department must remain open for the ~~six (6)~~ **eight (8)** ~~major~~ **contractual** holidays, employees, shall be required to work no more than one (1) holiday in each of the following groups of holidays:

- a.) **Martin Luther King, Jr. Day and Juneteenth;**
- b.) Memorial Day, Independence Day and Labor Day;
- c.) Thanksgiving Day, Christmas Day and New Year's Day.

Section 5. Selection of the holiday **beginning 2023:**

- a.) A preference list shall be posted in each department for the purpose of selecting the holiday to work.
- b.) The preference list posting dates will be:
 - (1.) **by October 1 for the holiday grouping in 4. a.; and**
 - (2.) **by February 1 for holiday grouping in 4. b.; and**
 - (3.) **by June 1 for holiday grouping in 4c.**

The preference shall be posted for the month and holidays will be approved within thirty (30) days from the end of the posting. This thirty (30) day period will include the one (1) week period for posting referenced in b.) below.

- c.) If the distribution of staff is uneven a notice will be posted for one (1) week for volunteers to change their preference.

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- (1.) If there are insufficient volunteers then the employee who is least senior and had the holiday off the previous two (2) years shall be assigned to another holiday in the group.
 - (2.) If there are too many volunteers then an employee will be offered to work or be taken off the holiday in order of seniority on a rotating basis.
 - (3.) Employees, who volunteer to work more than one holiday, in that holiday group, will be awarded the extra holiday in order of seniority on a rotating basis.
 - (4.) If no employees from their hired shift volunteer to work a holiday; other employees may volunteer to work that shift, as long as there is no need on that employee's primary shift.
- d.) In the event that staff is not provided in a.-b. above, then the staff will be asked to volunteer for an additional holiday. If staffing remains insufficient, it shall be provided from a seniority list of the employees who have not worked the holiday in the past two (2) years with the least senior being utilized first. However, any one (1) staff member shall not work more than one (1) additional holiday in a calendar year.
 - e.) If the unit/department's census or patient acuity decreases, then any employee required to work more than one (1) holiday in that group shall be offered benefit time first. If there is more than one (1) employee in this category, benefit time will be offered by seniority on a rotating basis. In the event there are no employees in this category, benefit time shall be offered to other staff members based on seniority on a rotating basis.
 - f.) Employees who volunteer to work more than one (1) holiday in a group shall be considered last for benefit time off on the holiday they volunteered for.
 - g.) Holiday commitments which occur during approved PTO will be met.
 - h.) Switching of shifts or partial shifts between employees may occur after the schedule is posted and as per Article 15 Section 7 of the Master Agreement. Written requests must have signatures of the affected employees and must be approved by the appropriate manager. The initially scheduled holiday shall be considered the holiday commitment.
 - i.) An employee will not be scheduled to work the eve and the day of Christmas or New Year's unless he or she volunteers to do so.
 - j.) If an employee successfully bids and transfers to a new position they will be required to meet their Holiday commitment. This may require the employee to reschedule their Holiday to meet the needs of the new unit; if their commitment

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was not already met inclusive of the process in Section 3 of this article. For an involuntary transfer, posted holiday commitments will be honored for that grouping.

- k.) If an employee calls in on their scheduled Holiday, the employee will not have met their Holiday commitment **and may be scheduled for that holiday the following year.**
- l.) It is understood that for employees hired to the day shift with rotation coverage of evening and midnight holiday shifts shall be assigned in order of seniority on a rotating basis.

~~Section 6. PTO will not be paid when the employees do not report to work for the last scheduled shift before a holiday or the first scheduled shift after a holiday, providing that either of these days are within three (3) days of the holiday. PTO will also not be paid when an employee does not report for work on their scheduled shift on the holiday.~~ **Employees who do not report for the last scheduled shift before a holiday or the first scheduled shift after a holiday or those who do not report for work on the holiday will be changed with a PTU.**

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