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Employer Name: **Batavia City Schools**

Union: **Batavia Custodial Association**

Local:

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Batavia City School District And
Batavia City Sd Custodial Assn

38 SP
1210 CUS

NEGOTIATIONS AGREEMENT
BETWEEN
THE BATAVIA BOARD OF EDUCATION
AND
THE BATAVIA CUSTODIAL ASSOCIATION
1996 - 1999

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JAN 26 2000

CONCILIATION

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ARTICLE 1 PREAMBLE

This Agreement is effective July 1, 1996 - June 30, 1999. The Batavia City Schools and the Batavia Custodial Association have met for the purposes of negotiating pursuant to Article 14 of Civil Service Law and have voluntarily reached agreement.

ARTICLE 2 RECOGNITION

The Batavia Board of Education recognizes the Batavia Custodial Association as the exclusive bargaining representative for full-time employees including: Head Custodian, Head Custodian Worker, Building Maintenance Mechanic, Building Maintenance Man, Custodian, Senior Custodial Worker, Custodial Worker, Groundskeeper, excluding but not limited to all per diem substitutes, managerial and confidential employees.

ARTICLE 3 LEGISLATIVE ACTION

WHEREAS, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 4 MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including but not limited to the right to determine the facilities, methods, means and number of personnel required for conduct of District programs; to administer the personnel operations of the District, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment, or transfer of unit members pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with the law and the provisions of the Agreement.

(INVOLUNTARY TRANSFERS - Involuntary transfers shall be made only after a conference has been held between the custodial employee and the Supervisor of Buildings and Grounds, at which time reasons for the transfer must be outlined and given in writing. If the transfer remains objectionable to the custodial employee, a second conference shall be arranged which must include an association representative and the Business Administrator. A summary of this second meeting must be placed in the custodial employee's personnel file.

ARTICLE 5 SALARY

Salary for each unit member is defined in Schedule "A".

A lump sum longevity payment will be made commencing in 1997-98 of \$400 as per follows:

After 15 years of continuous service:	\$400.00
After 20 years of continuous service:	\$400.00 Additional
After 25 years of continuous service:	\$400.00 Additional
After 30 years of continuous service:	\$400.00 Additional

ARTICLE 6 DEFINITION OF FULL-TIME AND PART-TIME

Full-time employees of the Association shall be defined as those employees who have been appointed on a full-time basis and who work 4 hours or more per day. Only full-time employees receive all benefits.

Part-time employees shall be defined as those employees who have been appointed on a part-time basis and who work less than four (4) hours per day. Part-time employees shall only receive the following fringe benefits:

- 1. Access to Health Insurance coverage paid by the employee. Coverage must be approved by the Business Administrator on a hardship basis.**
- 2. Sick leave - one (1) unit per month, current sick leave only, nonaccumulative.**
- 3. Payment of salary will be made on the basis of actual days and/or hours worked.**

ARTICLE 7 RETIREMENT

The Board of Education will offer a retirement plan. Currently that plan is 75I, for Tier I and Tier II members. Tier III members - members who joined during the period July 27, 1976 through August 31, 1983, and Tier IV members - members who last joined the system on or after September 1, 1983 must contribute 3% of their annual salary toward their retirement benefits. Upon retirement, employees with at least ten (10) years of continuous service in the Batavia School System may use the cash value of their accumulated sick leave to pay their health insurance premiums.

ARTICLE 8 HOLIDAYS

The paid holiday schedule for 1996-1999 will include 14 days. The specific days will be worked out between the Board of Education, Business Administrator and the Negotiating Team. The holiday schedule for 1997-98 will be shown in Schedule "B".

ARTICLE 9 VACATION

Vacations will be granted to regular twelve (12), month employees who are scheduled to work a minimum of thirty (30) hours per week.

- a. Earned vacations can be taken after the days are accrued.**
- b. Vacation during the first year of employment will be determined as follows: each new employee will accumulate vacation days at the rate of one (1) per month after employment date, with total days not to exceed ten (10).**
- c. Each 12-month employee in the Association who has continuous service of 1-5 years will be entitled to two (2) weeks vacation; 6 years will be entitled to three (3) weeks vacation; one day per year after 7 years to a maximum of 20 days.**
- d. Twelve (12) month employees may carry over up to five (5) vacation days. These days are to be used upon the approval and sole discretion of the Business Administrator. Such requests should be in writing with the recommendation from the Building Principal.**

ARTICLE 10 HEALTH INSURANCE

- 1. For the 1997-98 fiscal year, employees will contribute \$210 to the cost of family and \$75 toward the cost of single coverage in year two (2) of the Agreement. In year 1998-99 employees will contribute 5% of the cost of health insurance.**

- 2. Double Coverage - Proof shall be supplied by the employee to the Business Office that "Double Coverage" does not exist. Proof shall consist of a yearly signed statement so indicating, by the individual unit member. A form for this purpose shall be provided by the District. If the employee is covered by the spouse's plan which is at least equivalent to that provided by the District, then the unit member shall not be eligible for coverage. Where the husband and wife are both employed by the District the District's liability shall not exceed the cost of one Family Plan.**

- 3. Paid Coverage will begin as soon as possible after the first day of employment and will terminate within one (1) month after the staff member resigns from or is terminated by the District.**

- 4. Any custodial staff member who retires from the District may continue coverage under the terms of this Article by compensating the District an amount equal to the premium cost to the District for such coverage on a semiannual basis. It is understood that the provisions of this paragraph will be applicable only so long as applicable law and regulations permit retired professional staff members to be included in the District insurance group.**

- 5. For the 1996-97 school year employees agree to pay 50% of the cost of any increase in premiums for health care coverage, excluding dental, which occurs between July 1 and June 30, shall be shared with the employer/employee paying fifty percent (50%) and the District paying fifty percent (50%).**

ARTICLE 11 DENTAL INSURANCE

The District shall contribute a maximum of \$150 for full-time employee for dental coverage. Any additional cost shall be borne by the employee.

It is understood that due to the fact Blue Cross/Blue Shield of WNY may discontinue their High Option Dental Program, the District and the Association agree to obtain Dental coverage from Health Economics Group Inc.

It is further understood that Health Economics Group Inc. shall provide coverage equal to, or greater than the District's current coverage for a cost of \$150.00 per full time employee.

It is understood that if the District's cost for dental coverage claims exceed the ceiling of \$150 X FTE's, the Participating Employee agrees to reimburse the District for the excess claims. The method for reimbursement shall be determined by the Business Administrator and the President of the Association.

It is further understood that if the cost of claims falls below the ceiling of \$150 X FTE's, the difference shall be placed in a dental insurance reserve at the end of the fiscal year to be used exclusively for dental coverage purposes.

above
It is understood that the total FTE's used in the calculations as outlined shall be determined as of June 30 of each fiscal year.

It is understood that the change in dental carriers was effective July, 1995.

ARTICLE 12 SICK LEAVE

1. **Sick Leave** - Employees shall be entitled to a sick leave accumulation at the rate of one (1) unit per month of employment. The "Unit" shall be the schedule of daily hours to which each employee is assigned. This sick leave shall be twelve (12) units for 12-month employees. Total maximum accumulation shall be 200 days. As an employee changes schedule of daily hours an adjustment will be made in the total units accumulated. Five (5) units of sick leave will be credited to the custodial employee on the effective date of appointment. Accumulated sick leave may be used for sickness in the immediate family or household, with not more than five (5) days being used for such purpose in any school year. An increase of three (3) days in sick leave for employee upon completion of ten (10) years of service for the 11th year only.
2. "Immediate family" means wife, husband, parent, brother, sister, child, grandparent, and grandchild.
3. "Household" includes person(s) who reside permanently with employee.
4. The term "sickness" includes pregnancy only in cases where the husband is where, in the absence of the husband (e.g., military service), the mother-to-be is residing permanently with employee.
5. Extended sick leave reserve of 30 days for major illnesses to be used by those employees who have exhausted their sick leave. Approval of these days shall be made by the Business Administrator, the President of the Association and a member of the Negotiating Team.
6. Approval of the Business Administrator is required for all claims for salary payment for days absent. Claims must be submitted to the Business Administrator in writing on the form provided. All claims for personal illness must be accompanied by a doctor's certificate if more than three (3) days are claimed at one time.

ARTICLE 13 PERSONAL DAY

- 1. Employees may use two (2) personal days per year at no loss of pay and not deducted from sick leave. Personal days may not be used for vacation purposes nor to extend a holiday recess or vacation period. They require the recommendation of the principal and must be approved in advance by the Business Administrator. The reason stated on the Personal Day form can be as legal, medical, or personal. Forms will be provided for these requests by the Business Office. If Personal Days are not used, they are to be added to the accumulated sick leave up to the sick leave maximum of 200 days.**
- 2. A bank of days -A total of five (5) days will be available. Approval of these days shall be made by the Business Administrator and the President of the Association.**

ARTICLE 14 BEREAVEMENT

Bereavement - for each death in the immediate family (wife, husband, child, parent, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, brother-in-law or sister-in-law) or the last close relative for whom the staff member is responsible for making funeral arrangements, a total of three (3) days, not subject to sick leave deduction will be allowed. Approval of the Business Administrator is required for all claims. Claims must be submitted to the Business Administrator in writing on the form provided.

ARTICLE 15 SNOW DAYS

Snow Days - 1/2 Personal day may be used. At least one person must report on that day. Schedules of employees to be worked out to enable employees to get in. Employees will work 4 hours and get credit for 8 hours. If there is an emergency in the City of Batavia, employees may remain at home without loss of pay.

ARTICLE 16 CHILD REARING LEAVE

- 1. An employee on a permanent appointment or on a probationary status is eligible for child rearing leave without pay.**
- 2. A written request for child rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave. In order to afford the District the greatest opportunity to retain a qualified substitute.**
- 3. The request for child rearing leave shall include the date when the employee wishes to commence leave and the date when the employee anticipates returning to his/her duties.**
- 4. The employee shall write the Business Administrator at least two (2) months before the expiration of the requested leave, advising the Business Administrator of the employee plans. Unless an extension is requested and granted, the employee member shall either return to service at the expiration of the leave, or the Board shall terminate the staff member's services.**
- 5. If an employee wishes to terminate a child rearing leave prior to the termination date originally requested by the employee, application may be made to the Business Administrator. If there is an available position and if the Business Administrator determines that it is in the best interest of the District's to permit the early termination, the employee may be permitted to return to employment in the District at a mutually agreeable time.**
- 6. A child rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.**
- 7. A child rearing leave shall be available only during the pregnancy or during the period immediately following the birth to or adoption by an employee of a child.**
- 8. If an employee commences a child rearing leave prior to the time she becomes disabled due to pregnancy and/or child birth, said employee shall not be entitled to use her sick leave benefits for the period of physical disability. If the clerical employee continues to work until she becomes disabled due to pregnancy and/or birth, in addition to the sick leave benefits for physical disability, she is eligible for this child rearing leave to commence after her physical disability has ceased.**

ARTICLE 17 OVERTIME

All authorized work performed in excess of forty (40) hours in a scheduled work week will be paid at the rate of time-and one-half.

In the event of a fire or police emergency in a building, the person in charge of the building shall be paid time and one half (minimum of 2 hours). In order for any other custodian to qualify for Emergency Call-In pay, the person (s) must have been called to work by the Supervisor of Buildings and Grounds or his designee.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1 Purpose

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein. Such grievances shall be settled in accordance with the procedure set forth below.

Section 2 Definitions

- 2.1 "Grievance" is defined as a complaint by a member of the Unit that there exists an alleged violation or misinterpretation of this Agreement.
- 2.2 The "Supervisory Officer" shall mean the immediate superior responsible for the area in which the grievance has arisen.
- 2.3 The "Chief Executive Officer" is the District Superintendent or designee.
- 2.4 "Grievance Committee" shall mean the committee designated by the Association.
- 2.5 "School Business Days" are defined as days when central administration offices are open for business.

Section 3 Basic Principles

- 3.1 A member shall have the right to be represented, or not to be represented, by the Grievance Committee. If the grievant chooses to be represented, he/she must be represented by the Association. At step 4 and step 5, the employee must be represented by the Association.
- 3.2 All grievances shall include the name and position of the aggrieved party, the Article and Section of the Agreement which have allegedly been violated or misinterpreted, the time and the place of the alleged events or conditions upon which the grievance is based, the identity of the party responsible for causing said events or condition, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.3 All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

- 3.4 **Nothing contained herein will be construed as limiting the right of any member to discuss the matter informally with any appropriate member of the Administration and informally adjust the grievance, provided that the adjustment is not in violation of the terms of this Agreement and that the Association has been given an opportunity to present its views of the grievance.**

Section 4 Time Limits

- 4.1 **An alleged grievance shall be deemed waived unless presented at the first available step within five (5) school business days after the aggrieved party knew or should have known of the act or condition on which the grievance is based.**
- 4.2 **A grievance which is not answered within the time limits specified for the specific step of the procedure may be appealed to the next step of the procedure within the time that would have been allotted had the decision been communicated by the final day.**
- 4.3 **A grievance shall be considered settled on the basis of the last answer rendered, unless appealed to the next step in these procedures within the time limit specified.**

Section 5 Procedures

Step 1 - Supervisory Officer - Informal

A member having a grievance will discuss it with his/her Supervisory Officer with the objective of resolving the matter informally. The Supervisory Officer, after investigating the facts relating to the grievance, shall render his decision verbally within ten (10) school business days of the informal discussion with the member.

Step 2 - Supervisory Officer - Written

If the grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisory Officer. Within ten (10) school business days after the written grievance is presented to him, the Supervisory Officer shall render a decision thereon, in writing, to the member, with a copy to the Association Grievance Committee.

Step 3 - Chief Executive Officer

If the member and the Grievance Committee are not satisfied with the written decision of Step 1, a written appeal of said decision may be filed within ten (10) school business days after the issuance of the Step 1 decision. Copies of the grievance and the written decision shall be submitted with the appeal.

Within ten (10) school business days of receipt of the appeal, the Chief Executive Officer shall establish the time for a hearing of the grievance. Such hearing shall take place no later than fifteen (15) school business days after the receipt of the appeal.

The Chief Executive Officer shall render his decision within twenty (20) school business days after the hearing. Such decision shall be in writing with copies to the aggrieved member and the Grievance Committee.

Step 4 - Board of Education

If the member and the Grievance Committee are not satisfied with the decision rendered at step 2, a written request for a hearing may be filed with the Board within ten (10) school business days after receipt of the Chief Executive Officer's answer. The Chief Executive Officer shall submit all written documents pertaining to the grievance to the Board.

The Board shall notify all parties of the time and place when a hearing, in executive session, shall be held. When reasonably possible, the hearing will take place at the next regular meeting of the Board of Education.

The Board shall render its decision within twenty (20) school business days after the hearing. Such decisions shall be in writing and shall be submitted to the aggrieved member and the Grievance Committee.

Step 5 - Binding Arbitration

If the Board of Education's answer is not satisfactory or acceptable, the employee and his representative may, within ten (10) days after the answer is rendered or due, request that the matter be submitted to an impartial arbitrator selected by the American Arbitration Association. The arbitrator shall be requested to render his decision within thirty (30) days of receipt of the grievance and shall limit his decision to the application and interpretation of the Agreement. The decision of the arbitrator shall be final and binding upon the parties.

The cost of the arbitration shall be equally borne by both the District and the Association.

ARTICLE 19 DUES DEDUCTION

A dues checkoff through payroll deduction will be provided for the members of the association.

ARTICLE 20 POSTING OF NOTICES

Custodial Staff shall be notified of all openings within the school system so that they may apply first if they wish to transfer to another office and/or position. Notice shall be made by posting in the Business Office.

ARTICLE 21 SENIORITY

- 1. Seniority shall be defined as the length of service in Custodial Department. Layoff shall be in inverse order of seniority. Recall shall be in order of seniority.**

ARTICLE 22 TUITION PAYMENT

The Board of Education wishes to improve the employees' trades and skills. It will pay for courses of study for employees of the Association. Such courses of study must be approved by the Business Administrator to qualify for payment. The total amount shall not exceed \$400 for the year. Such requests should be submitted in July and August for a September decision.

ARTICLE 23 COMPLETE AGREEMENT

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

ARTICLE 24 SAVINGS CLAUSE

If any provision of this Agreement or application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 25 DURATION

This agreement shall become effective July 1, 1996, and shall continue in full force and effect through June 30, 1999, but it shall be automatically renewed from year to year thereafter unless modified or terminated by either party giving to the other party, not later than February 1, prior to the next termination date, written proposals for modifications or termination of this agreement. Except as herein modified, the terms and conditions of employment existing prior to the effective date of this agreement shall continue to govern the relationship between the Board of Education and the employees in the Association.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year first above written.

**BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF BATAVIA,
NEW YORK**

BY *Alice Ann Benedict*
President

**CUSTODIAL ASSOCIATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF
BATAVIA, NEW YORK**

BY *Richard W. Smith*
President

BATAVIA CITY SCHOOL DISTRICT
 SALARY SCHEDULE "A"
 1996/97; 1997/98; 1998/99

STEP PLUS 1.55%; NO STEP PLUS 2%; NO STEP PLUS \$900
 CUSTODIAL WORKER/GROUNDSKEEPER

STEP	1995/96 SALARY	1996/97 SALARY	1997/98 SALARY	1998/99 SALARY
1	22,081	22,423	22,872	23,772
2	22,666	23,017	23,478	24,378
3	23,248	23,608	24,081	24,981
4	23,835	24,204	24,689	25,589
5	24,414	24,792	25,288	26,188
6	24,995	25,382	25,890	26,790
7	25,583	25,980	26,499	27,399
8	26,163	26,569	27,100	28,000
9	26,747	27,162	27,705	28,605
10	27,330	27,754	28,309	29,209
11	27,911	28,344	28,910	29,810
12	28,496	28,938	29,516	30,416
13	29,079	29,530	30,120	31,020
16	29,660	30,120	30,722	31,622

STEP PLUS 1.55%; NO STEP PLUS 2%; NO STEP PLUS \$900
 BUILDING MAINTENANCE MAN/CUSTODIAN/SENIOR CUSTODIAL WORKER

STEP	1995/96 SALARY	1996/97 SALARY	1997/98 SALARY	1998/99 SALARY
1	24,961	25,348	25,855	26,755
2	25,555	25,951	26,470	27,370
3	26,145	26,550	27,081	27,981
4	26,732	27,146	27,689	28,589
5	27,324	27,748	28,302	29,202
6	27,916	28,349	28,916	29,816
7	28,571	29,014	29,594	30,494
8	29,102	29,553	30,144	31,044
9	29,691	30,151	30,754	31,654
10	30,286	30,755	31,371	32,271
11	30,878	31,357	31,984	32,884
12	31,469	31,957	32,596	33,496
13	32,058	32,555	33,206	34,106
14	32,654	33,160	33,823	34,723
15	33,249	33,764	34,440	35,340
16	33,826	34,350	35,037	35,937

BATAVIA CITY SCHOOL DISTRICT
 SALARY SCHEDULE "A"
 1996/97; 1997/98; 1998/99

STEP PLUS 1.55%; NO STEP PLUS 2%; NO STEP PLUS \$900
 BUILDING MAINTENANCE MECHANIC

STEP	1995/96 SALARY	1996/97 SALARY	1997/98 SALARY	1998/99 SALARY
1	29,077	29,528	30,118	31,018
2	29,603	30,062	30,663	31,563
3	30,155	30,622	31,235	32,135
4	30,707	31,183	31,807	32,707
5	31,258	31,742	32,377	33,277
6	31,811	32,304	32,950	33,850
7	32,376	32,878	33,535	34,435
8	32,914	33,424	34,093	34,993
9	33,465	33,984	34,663	35,563
10	33,972	34,499	35,189	36,089
11	34,610	35,146	35,849	36,749
12	35,126	35,670	36,384	37,284
13	35,631	36,183	36,907	37,807
16	36,135	36,695	37,429	38,329

STEP PLUS 1.55%; NO STEP PLUS 2%; NO STEP PLUS \$900
 HEAD CUSTODIAL WORKER/HEAD CUSTODIAN

STEP	1995/96 SALARY	1996/97 SALARY	1997/98 SALARY	1998/99 SALARY
1	30,191	30,659	31,272	32,172
2	30,784	31,261	31,886	32,786
3	31,510	31,998	32,638	33,538
4	31,964	32,459	33,109	34,009
5	32,556	33,061	33,722	34,622
6	33,146	33,660	34,333	35,233
7	33,738	34,261	34,946	35,846
8	34,334	34,866	35,564	36,464
9	34,924	35,465	36,175	37,075
10	35,516	36,066	36,788	37,688
11	36,107	36,667	37,400	38,300
12	36,699	37,268	38,013	38,913
13	37,271	37,849	38,606	39,506
16	37,886	38,473	39,243	40,143

CITY SCHOOL DISTRICT OF THE CITY OF BATAVIA

PROPOSED PAID HOLIDAYS

FOR

CUSTODIAL EMPLOYEES

1997-98

SCHEDULE B

Friday, July 4	---	Independence Day
Monday, September 1	---	Labor Day
Monday, October 13	---	Columbus Day
Tuesday, November 11	---	Veteran's Day
Thursday and Friday November 27 & 28	---	Thanksgiving
Thursday and Friday December 25 & 26	---	Christmas
Thursday and Friday January 1 & 2	---	New Years
Monday, January 19	---	Martin Luther King, Jr. Day
Monday, February 16	---	Presidents' Recess
Friday, April 10	---	Good Friday
Monday, May 25	---	Memorial Day

Total - 14 Paid Holidays

***January 2 is in lieu of February 13, 1997

CITY SCHOOL DISTRICT OF THE CITY OF BATAVIA

PROPOSED PAID HOLIDAYS

FOR

CUSTODIAL EMPLOYEES

1998-1999

SCHEDULE B

Friday and Monday July 3 & 6	---	Independence Day
Monday, September 7	---	Labor Day
Monday, October 12	---	Columbus Day
Wednesday, November 11	---	Veterans' Day
Thursday and Friday, November 26 & 27	---	Thanksgiving
Thursday and Friday, December 24 & 25	---	Christmas
Friday, January 1	---	New Year's Day
Monday, January 18	---	Martin Luther King, Jr. Day
Monday, February 15	---	Presidents' Recess
Friday, April 2	---	Good Friday
Monday, May 31	---	Memorial Day

Total - 14 Paid Holidays