

AMMENDED COLLECTIVE BARGAINING AGREEMENT
April 2002

Between the

BARNARD PROFESSIONAL FIRE FIGHTERS ASSOCIATION
IAFF Local #4030

and the

BARNARD FIRE DISTRICT

January 1, 2001 through December 31, 2002

**ARTICLE 1
PREAMBLE**

This agreement is between the Barnard Fire District (hereinafter the "Fire District" or "Employer") and the Barnard Professional Fire Fighters Association, Local #4030, International Association of Fire Fighters, AFL-CIO (hereinafter the "Association" or "Union"). The purpose of this Agreement is to set forth the wages, hours and terms and condition of employment for those persons employed by the Fire District on a full-time basis who occupy the Civil Service classification of Firefighter and who are covered by this Agreement. This Agreement is also intended to provide a procedure for the resolution of any differences or disputes regarding the application or interpretation of this Agreement.

**ARTICLE 2
RECOGNITION**

The Fire District recognizes the Union as the exclusive negotiating representative for all full-time paid employees with the Civil Service classification of Firefighter, and excluding all other employees, including part-time Firefighters, part-time and full-time laborers, Lieutenants, supervisors, Captains, and office and clerical employees; and excluding all volunteer personnel.

**ARTICLE 2A
Definitions**

- 2A.1 Captain refers to the Career Captain or his replacement as designated by the Board of Fire Commissioners. A designated replacement will be named by the Board for long term absence of the Captain, eg. Vacation.
- 2A.2 Board refers to the Board of Fire Commissioners of the Barnard Fire District.
- 2A.3 Union refers to the IAFF Local #4030, Barnard Professional Fire Fighters Association
- 2A.4 Management refers to the Career Captain and Lieutenant, the 3 Chief officers, the Board and anyone designated by the Board.

**ARTICLE 3
UNION SECURITY**

- 3.1 As required by law, this is an Agency Fee agreement, under which all bargaining unit members are required to pay a uniform amount as representation costs, whether or not they choose to become and remain members of the Union.
- 3.2 The Union shall maintain a procedure that provides for the refund to any employee demanding the same of this pro-rata share of the expenditures by the Union in aid of activities or caused of a political or ideological nature only incidentally related to terms and conditions of employment.
- 3.3 Agency Fee deductions, and membership dues, fees and assessments for those who are Union members and have executed written authorizations, shall be deducted bi-weekly and forwarded to the Secretary/Treasurer of the Union not later than the 15th day of the following month.
- 3.4 Upon receipt by the Employer of a written revocation of a dues deduction authorization, the Fire District shall honor the same, but shall thereafter commence and maintain the required Agency Fee deduction.
- 3.5 The Fire district shall be responsible for the deduction of fees and dues in accordance with the provisions of the Article, and the Union shall defend and hold harmless the Fire district against any claim arising out of said deductions and transmittal of dues and fees to the Union.
- 3.6 The Union may change the amount of dues deducted upon written notice to the Board of Fire Commissioners. The new dues deduction will take effect during the pay period following receipt of the written notice by the Fire District.

**ARTICLE 4
DISCRIMINATION**

- 4.1 All references to employees in this Agreement designate both sexes, and wherever the male gender is specified, it shall be construed to include both male and female employees.
- 4.2 The parties agree that there shall be no unlawful discrimination because of race, creed, color, sex, national origin, marital status, arrest record or non-job related disability, as provided under federal and state laws and regulations. In the event of a claim by an employee of unlawful discrimination, the employee may utilize the grievance procedure herein, provided, however, that no such claim may be submitted to arbitration; rather, if unresolved, the claim shall be submitted to the state or federal agency having jurisdiction.
- 4.3 There shall be no discrimination by the Union or fire District because any union member has participated in or refrained from any activities on behalf of, or membership in, the Union. In the event of a claim of such discrimination, the matter shall be subject to the exclusive jurisdiction of the Public Employment Relations Board.

**ARTICLE 5
MANAGEMENT RIGHTS**

- 5.1 The Fire district retains the sole right to manage its business and services and to direct the working force, including, but not limited to, the right to decide the number and location of its service operation to be conducted and rendered and the methods, process and means used in operating its services and the control of the buildings, real estate, materials and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in supplying its services shall be performed by employees covered by the Agreement; to maintain order and efficiency in all work assigned, including the right to discipline, suspend, and discharge employees; to determine the hours of work; to promulgate and enforce rules and regulation for the conduct of employees; provided, however, that the forgoing rights shall be subject to any limitations that are contained in any article or section of this Agreement.
- 5.2 The above rights of the Fire District are not all-inclusive, but indicate the types of matters or rights that belong to and are inherent to the Fire District through its Board of Fire Commissioners. Any and all rights, powers and authority held by the Fire District prior to entering into this Agreement, including all common law management rights and prerogatives, as well as rights arising under the laws of the State of New York or the United States, are retained and preserved by the Fire District, except as expressly and specifically abridged, delegated, granted or modified by a specific provision of the Agreement.
- 5.3 The failure to exercise a particular management right or function, or the exercising of such right or function in a manner, shall not constitute a waiver of the Fire District's right to exercise such management right or function in any manner in conflict with a specific provision of this Agreement.

**ARTICLE 6
RULES AND REGULATIONS**

- 6.1 The Board of Fire Commissioners retains the sole discretion to adopt rules and regulations for the operation and administration of the Fire District. The Board further retains the sole discretion to amend, modify or delete such rules and regulation from time to time. Such rules and regulations shall not contravene the specific language of any article or section of this Agreement.
- 6.2 Before adoption of a new or revised rule or regulation, the Union President shall be provided with a copy of the proposed rule or regulation and shall be given a reasonable opportunity to comment upon the proposed new or revised rule or regulation. Such opportunity to comment, however, will in no way impair the Fire District's unilateral right to implement the new or revised rule or regulation.
- 6.3 Any rule or regulation of the Fire District affecting the wages, hours or terms and conditions of employment for employees shall be subject to the right of the employee to file and process a grievance to protest any unfair application or discriminatory enforcement.
- 6.4 Each employee will receive a current copy of the rules and regulations, and will acknowledge receipt in writing.

**ARTICLE 7
DISCIPLINE AND DISCHARGE**

- 7.1 All disciplinary action, including terminations, shall be conducted in accordance with Section 75 of the Civil Service Law.
An employee subjected to a pre-disciplinary interview or interrogation shall be informed of his right to Union representation, but this shall not apply to written or verbal counseling of a corrective nature administered by command, which shall not be considered formal discipline. The Union shall be provided a copy of any written counseling memo with employees consent
- 7.2 An employee subjected to a pre-disciplinary interview or interrogation shall be informed of his right to Union representation, but this shall not apply to written or verbal counseling of a corrective nature administered by command, which shall not be considered formal discipline. The Union shall be provided a copy of any written counseling memo with employees consent

**ARTICLE 8
GRIEVANCE PROCEDURE**

- 8.1 Any grievance or dispute arising out of the application or interpretation of a provision of the Agreement shall be subject to resolution through this procedure.
- 8.2 This procedure shall not apply to any matter that is reviewable pursuant to administrative procedures or the rules of Civil Service, and it shall not apply to matters of discipline and discharge that are subject to Section 75 of the Civil Service Law.
- 8.3 All grievances shall be submitted and appealed in writing, and all decisions shall be in written form. The time limits for filing or appealing a grievance are considered mandatory and conditions precedent to arbitration, unless waived or extended by written agreement. The failure to answer a grievance in a timely fashion shall permit the grievant to appeal to the next stage as if the written decision had been delivered on the last day of the time limit.
- 8.4 A written grievance must be presented to the Captain not later than fifteen (15) calendar days after the act or omission-giving rise to the grievance, and the Union employee shall furnish a copy to the Union President. The Captain and another member of management shall discuss the grievance with the employee and his Union representative and the Captain shall provide a written answer within fifteen (15) calendar days from the date on which the written grievance was submitted to him.
- 8.5 An appeal of the Captain's decision must be made in writing to the Secretary of the Board within fifteen (15) calendar days. At its next regularly scheduled meeting, the Board shall consider the grievance, or it shall set a time and date for the grievance to be heard within fifteen (15) calendar days thereafter. The Board shall render a decision on the grievance within ten (10) calendar days after the grievance is heard.

- 8.6 With the permission of the Union, an employee may appeal a decision of the Board to final and binding arbitration, by written appeal to the Secretary of the Board within fifteen (15) calendar days after the Board decision is rendered. The parties will then use the procedures of the Public Employment Relations Board in selecting an arbitrator, who shall be subject to the following limitations: (a) the arbitrator shall decide only one grievance, except upon mutual consent; (b) the arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement; (c) the arbitrator may not award retroactive relief in any case except the matter before him.
- 8.7 The parties shall share the fees and expenses of the arbitrator, but all other expenses shall be borne by the party incurring them.

ARTICLE 9 UNION BUSINESS AND BULLETIN BOARDS

- 9.1 The President of the union and/or his designee shall be allowed a maximum of **forty (40)** hours per year as release time without loss of pay, in not less than one hour increments per individual, for the following purposes: grievance investigation (provided this cannot be done during working time) local, state or national union meetings, conventions or seminars; grievance hearings, PERB proceedings or other legal matters involving the union.
- 9.2 The union will be allowed the exclusive use of a bulletin board in the firehouse in an approved area for official union communication. Materials placed on such boards shall not contain any material derogatory of the District, Union or Volunteer Fire Department, their policies, procedures or personnel.

ARTICLE 10 UNION NOTIFICATION

- 10.1 The Fire District will establish and provide to the Union a current seniority list, which shall be updated as necessary (new hires, leaves of absence, layoffs, etc.).
- 10.2 The Union President shall be provided with the following information concerning union members on a timely basis: new appointments, promotions, transfers, terminations, leaves of absence (in excess of one month), serious injuries, (requiring hospital treatment) or death.
- 10.3 Subject to Civil Service Law requirements, seniority shall be determined by the length of continuous service an employee has with the District from the date of full-time employment as a firefighter. An employee's seniority shall be suspended, but not broken, by transfer to a position with the District outside the bargaining unit. In the case of employees with the same start date, the tie shall be broken by position on the civil service list (if applicable), or the date of appointment, or alphabetically. An employee who resigns or is terminated shall lose his seniority, except as may be required under the Civil Service Law or Military Law.

**ARTICLE 11
PROMOTIONAL ANNOUNCEMENTS AND EXAMINATIONS**

Announcements for promotional examinations shall be duly posted in the firehouse. Employees shall be granted time to take the exam by allowing a shift transfer/trade day (if practical) or the use of compensatory time if a promotional exam is scheduled during their normal shift hours.

**ARTICLE 12
EDUCATION AND TRAINING**

- 12.1 The Fire District will continue training programs wherein the career staff will receive on the job training. Career staff may attend special seminars and special training offered by qualified persons in the firefighting field and attend classes at the New York State Fire Academy at Montour Falls. The Captain will make recommendations to the Board about who shall attend such training programs, how many career staff shall attend, when those career staff shall go and which courses shall be deemed appropriate. The Board shall have the final authority to determine who attends training courses. Employees attending mandatory training programs will be compensated. Leave time will be granted for those firefighters attending Academy classes during their regularly scheduled shifts.
- 12.2 Subject to the approval of the Board as to the course, its costs and times when the courses meet, the Fire District will pay for the cost of tuition, required books and fees for firefighters attending and successfully completing the course. Such money shall be paid at the completion of each semester's work, upon presentation of evidence of successful completion. Any books, materials, etc. purchased for any of the courses described above shall become and remain the property of the Fire District. Said books and materials will be kept at the firehouse. The Fire District shall purchase such books and materials as are required for the course.

**ARTICLE 13
SALARY AND LONGEVITY PAY**

- 13.1 The following salary schedules will be applied to union members during the term of this agreement. No adjustments in salary will occur after the expiration date, except through negotiations or interest arbitration. **Hourly rate will be computed based on a forty (40) hour work week.**

FIREFIGHTER/EMT

	<u>2001</u>	<u>2002</u>
Start	\$38,807	\$40,359
After 12 months	40,217	41,825
After 24 months	41,676	43,343
After 36 months	43,190	44,917
After 48 months	44,757	46,547
After 60 months	46,384	49,338

FIREFIGHTER/PARAMEDIC

	<u>2001</u>	<u>2002</u>
Start	\$41,201	\$42,849
After 12 months	42,697	44,404
After 24 months	44,247	47,343
After 36 months	45,854	48,917
After 48 months	47,518	50,547
After 60 months	49,244	53,338
After 120 months	52,500	55,000

- 13.2 The following longevity payments will be incorporated into an employee's salary beginning the pay period following the employee's anniversary date.

	<u>2001</u>	<u>2002</u>
Completion of 5 years	\$500	\$500
Completion of 10 years	\$700	\$750
Completion of 15 years	\$900	\$1,000
Completion of 20 years	\$1,100	\$1,250

- 13.3 Any employee holding New York State or National certification in the following areas will receive these incentives incorporated into their pay:

New York State Code Enforcement Officer	-	\$750
New York State MTI/MTO	-	\$750

- 13.4 Any union member holding a position in one of the special duty assignments below shall receive the following pay incentive incorporated into their pay:

Mechanic	-	\$1000
ALS Chief	-	\$1000
Safety Officers	-	\$1000

ARTICLE 14
RETIREMENT AND DEFERRED COMPENSATION

- 14.1 Employees shall be eligible for coverage under Retirement and Social Security Law Section 384-d, according to the terms and conditions of those plans.
- 14.2 The Fire District will maintain a qualified Deferred Compensation Plan (Internal Revenue Code Section 457), with participation, rights and responsibilities subject to the terms of the Plan. The Fire District shall pay all administrative costs associated with this program.

ARTICLE 15
WORK SCHEDULES, OVERTIME AND COMPENSATORY TIME

- 15.1 **Work Schedule.** The Fire District operates on a twenty-eight day cycle. The normal work schedule for firefighters assigned to a group will be one day (24 hours) on followed by three days (72 hours) off. Shift change time will be at 08:00 hours. This time may be changed only after prior discussion with the Union. If the Captain deems it necessary for the efficient working of the District, a firefighter may be assigned a schedule other than group assignment.
- 15.2 An employee ordered back to duty shall receive a minimum of 3 hours compensatory time or 3 hours pay regardless of hours worked. A call back for a court or administrative agency appearance of behalf of the District shall earn a minimum of 2 hours compensatory time or pay. An employee called back for a meeting shall receive a minimum of 1 hour compensatory time or pay.
- 15.3 Employees shall be paid or take as accrued time 1 ½ times their normal rate (overtime) when working hours over their normal work schedule, when the regular posted schedule is changed with 24 hour notice, i.e. call to cover shift with less than 24 hours notice).
- 15.4 Employees shall be paid or take as accrued time 1 ½ times their normal rate (overtime) when working hours exceed 212 hours within the designated 28 day period, in accordance with the Fair Labor Standards Act. This 28 day period is tracked and maintained by the Captain.
- 15.5 All hours worked over an employees normal schedule which do not fall into 15.3 and 15.4 above will be paid at the normal hourly rate or may be taken as Accrued time (Comp time) on an hour for hour basis. This will be the individual employees choice.
- 15.6 An employee can only accumulate up to 240 hours of Accrued time. Any hours over and above this must be paid.
- 15.7 Training time which is not part of the normal work schedule, at the request of the individual shall be taken as Accrued time on an hour for hour basis.
- 15.8 Training time which is not part of the normal work schedule, at the request of the district, the individual shall have the option of being paid or taking Accrued time. Either of these is on an hour for hour basis.
- 15.9 Training time which is not part of the normal work schedule, which is needed to meet or maintain EMS certification shall be taken as Accrued time on an hour for hour basis.
- 15.10 Time away from work for Accrued time will be at a time mutually agreed to by the employee and the Captain. It is always preferred that this is planned in advance.
- 15.11 An employee who voluntarily responds during a declared serious incident (example working fire, storm, MCI, etc), will be paid for hours worked.

**ARTICLE 16
HOLIDAYS**

- 16.1 The District recognizes the following days as official holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, July 4th, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day, and the employee's own birthday.
- 16.2 Union members will receive a separate paycheck (**80 hours**), for the above holidays, in the 2nd pay period in November.
- 16.3 Union members shall receive 24 hours off without loss of pay for the holidays consisting of Good Friday and Memorial Day. This time off must be scheduled in advance with the Captain.

**ARTICLE 17
VACATIONS**

- 17.1 Employees are entitled to the following paid vacation:
 - Completion of 6 months of service - **40 hours**
 - Completion of 1 year of service - **80 hours**
 - Completion of 5 years of service - **120 hours**
 - Completion of 10 years of service - **160 hours**
 - Completion of 20 years of service - **200 hours**
- 17.2 To select vacation time, a firefighter must request specific time off using the slips provided for that purpose, or with the approval of the Captain. All vacations are at the discretion of the Captain.
- 17.3 A maximum of **40** hours vacation may be carried over to the following calendar year with the approval of the District Captain.
- 17.4 Upon retirement or resignation, unused vacation hours shall be reimbursed by the fire district at the firefighter's hourly rate.

**ARTICLE 18
SICK LEAVE**

- 18.1 Income protection and medical benefits for duty related illness and injury shall be provided under the General Municipal Law and Worker's Compensation Law, with all conditions, rights and remedies exclusively subject to the provisions of those laws.
- 18.2 Unit members shall be allowed sick leave for non-service related illness or injury. There are two types of sick leave: short-term and long-term.
- 18.3 **Short-term sick leave.** Union members shall have 72 hours (3 days) of sick leave without loss of pay or benefits each calendar year. Members may carry over 24 hours (1 day) of sick leave into the next calendar year, up to a maximum accumulation of 96 hours of total sick leave for a calendar year.
- 18.4 **Long-term sick leave.** Union members shall have sick leave without loss of benefits according to years of service.

- 0 to 5 years of service - 3 months full pay/3 months half pay
- 5 years of service and up - 6 months full pay/6 months half pay

- 18.5 If an employee has used long term sick leave and has returned to work, to be eligible for short-term or long-term sick leave within a period of the first sixty (60) days of returning to work, the employee must provide medical verification of illness or injury. After the period of sixty (60) days normal sick leave conditions apply.
- 18.6 As a condition of receiving sick pay, an employee must cooperate with all medical referrals and treatment, and must accept light or modified duty if offered. Extended sick leave and disability will be addressed in accordance with Article 72 of the civil service law

ARTICLE 19 LEAVES OF ABSENCE

- 19.1 **Bereavement Leave.** A Union member shall be entitled to time off without loss of pay for up to 48 hours for the death of a spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, grandchild, or other relative living in the employee's household; and 24 hours without loss of pay for attending the funeral of a grandparent, aunt, uncle, niece or nephew. The foregoing leave allowances may only be used for the days of the funeral or other service and days immediately proceeding or following the day of the funeral/service. A union member may request the use of accrued compensatory time, vacation time or unpaid leave days if additional time is needed for the death of one of the foregoing relatives, or to attend the funeral of a close relative not listed above. The Fire District may require verification of the need to utilize bereavement leave time.
- 19.2 **Court Leave.** Whenever a Union member is required by the District to appear in a legal proceeding on behalf of the District, he shall be granted release time without loss of pay when such appearance is required during normally scheduled working hours, and pay or compensatory time for appearances outside of scheduled working time.
- 19.3 **Jury Duty Leave.** Firefighters summoned for jury duty must notify the Captain immediately and provide a copy of the Summons. Release time without loss of pay shall be allowed for required jury duty. Firefighters shall report to work for normal duties when their presence is not required by the court; provided, however, firefighters shall not be required to return to work when there are two hours or less remaining in their shift when released, and a Union member working the night tour who must report for jury duty the following day shall be released by 23:00 hours. In his discretion, the Captain may allow the use of the vacation or compensatory time if additional time is needed.
- 19.4 **Childbirth, Maternity/Paternity and Adoption Leave.** All union members shall be entitled to leave as prescribed by the current Federal Family Medical Leave Act (FMLA) and State laws.

A firefighter who becomes a parent will be granted release time without loss of pay on the day of his child's birth and the day following.

At his discretion, the Captain may allow the use of vacation or compensatory time if additional time off is needed.

19.5 **Disciplinary Action**

The Captain will be provided with a written request from the President ten (10) calendar days in advance of a leave request. Consistent with appropriate staffing levels, union leave requests will be given reasonable consideration, and the Captain may grant leave upon less than ten (10) days notice at his discretion.

**ARTICLE 20
UNIFORMS**

- 20.1 The Fire District shall provide each firefighter with a complete set of turnout gear. Such gear shall meet or exceed all OSHA and NFPA standards for fire fighting protective clothing and safety equipment.
- 20.2 The Fire District shall provide employees with work uniforms, replacement of which will be on an as needed basis.
- 20.3 The Fire District shall provide one pair of safety glasses to each employee, plain or prescriptive. Replacement of these safety glasses shall be authorized where a prescription change is required or damage has occurred.
- 20.4 All union members will be entitled to \$125.00 per person per year for any additional uniforms, work clothing or shoe purchases. The Captain, before purchase, must approve all items.

**ARTICLE 21
HEALTH INSURANCE AND LIFE INSURANCE**

- 21.1 The Fire District will contribute 80% of the premium for the Blue Choice Select and Dental 50/100 Plan. This shall include Single, Two Person and Family plans. An employee who is eligible for health coverage under a spouse's health insurance, and elects such coverage, will be reimbursed at an amount equal to one half the premium the Fire District would have paid for the employee's coverage.
- 21.2 The Fire District will maintain a flexible spending account, for Medical and Dependant Care Expenses, for any employee to participate in.
- 21.3 For a Union member who retires under the New York State Retirement System after 20 years, the District will contribute 80% towards the premium for the Blue Choice Select and dental 50/100 single Plan. Retirees who reach the age of 65 will be transferred to a senior plan and Medicare. An employee who is eligible for health coverage under a spouse's health insurance, and elects such coverage, will be reimbursed at an amount equal to one half the premium the Fire District would have paid for the employees coverage.
- 21.4 For a Union member who retires under the New York State Retirement System after 25 years, the District will contribute 80% towards the premium for the Blue Choice Select and Dental 50/100 Plan they are receiving at the time of retirement. Retirees who reach the age of 65 will be transferred to a senior plan and Medicare. An employee who is eligible for health coverage under a spouse's health insurance, and elects such coverage, will be reimbursed at an amount equal to one half the premium the Fire District would have paid for the employee's coverage.
- 21.5 The Fire District will continue to make available an Employee Assistance Program for union members.
- 21.6 The current \$25,000 Universal Group Life Insurance Plan shall be continued according to the terms of the Plan and the conditions established through the Fire District.

**ARTICLE 22
MISCELLANEOUS**

- 22.1 **Personal Files.** Within fifteen (15) calendar days of a written request by an employee, the Fire District will allow an employee to review his personnel and medical files. The employee may submit a written response to any material contained in his file, and he shall be entitled to a copy (without cost) of any documents relating to his conduct or performance.
- 22.2 **Mileage.** Reimbursement for union members who travel on district business shall be provided under district policies.
- 22.3 Employees are paid bi-weekly for the previous two weeks. The Fire District will offer to each firefighter the opportunity to have his pay directly deposited into a personal checking account at the bank that the employee designates.
- 22.4 **Shift Exchange; Shift Trade.** Union members are expected to work their regularly scheduled assigned shift, except with the prior approval of the District Captain and for sufficient cause. Early/later relief will be permitted upon proper notification on an infrequent basis when circumstances require.

**ARTICLE 23
SECTION 204 NOTICE**

- 23.1 **It is agreed by and between the parties any provision of this Agreement requiring legislative action to permit its implementation, by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.**

**ARTICLE 24
DURATION, CHANGES, SAVINGS AND APPROVAL**

- 24.1 The provisions of this Agreement shall become effective January 1, 2001, and shall continue in full force and effect until midnight, December 31, 2002, and, unless written notice is given at least one hundred twenty (120) days ~~but no more than one hundred fifty (150) days~~, prior to December 31, 2002, by either party, requesting a change or termination of the same, this Agreement shall continue in effect from year to year until such notice is given at least one hundred twenty (120) days, but no more than one hundred fifty (150) days, prior to the 31st day of December of any subsequent year.
- 24.2 If any of this Agreement shall be declared invalid or unenforceable by a court or administrative agency, then the remainder of the Agreement shall be continued in full force and effect as if the unlawful provision had not been included.
- 24.3 No amendment or alteration of the Agreement shall be binding unless it is in writing and signed by the Chairman of the Board of Fire Commissioners, or his duly authorized representative, and President of the Union, or his duly authorized representative, after ratification by the membership.

THIS CONTRACT SUPERCEDES THE CONTRACT SIGNED ON _____

Barnard Fire District

By: _____ Dated: _____
Fran McKenna, Chmn. Board of Fire Commissioners

Barnard Professional Fire Fighters Association

By: _____ Dated: _____
Joe Meath, President, IAFF Local #4030