

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

ALLENTOWN

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LOCAL 302

723 W. Chew Street, Suite 302

Allentown, PA 18102-4058

Organized December 20, 1929

President

Jeremy Warmkessel

Vice President

Aaron Pychinka

Secretary

Jason J. Custer

Treasurer

Robert Xander

Monday, November 08, 2021

Memorandum of Understanding between the City of Allentown and Local 302 IAFF

We the undersigned, do hereby mutually acknowledge and agree to the following:

1. The City and the Union are parties to a Collective Bargaining Agreement commencing January 1, 2021 and extending through December 31, 2025.
2. Article 24 of the Collective Bargaining Agreement (CBA) defines Physical Fitness/Baseline Physical.

BASELINE PHYSICAL

Every employee in the Fire Department shall be required to have an "Annual Baseline Physical Examination" (During the month of, or the closest possible time, to the employee's birthday).

(A) The "Annual Baseline Physical Examination" shall be administered by a City medical group/physician and shall be paid by the City. It is further understood that all "Annual Baseline Physical Examinations" shall be scheduled when the employee is scheduled to work.

(B)The "Annual Baseline Physical Examination" shall be administered in accordance with the National Fire Protection Association (NFPA) 1500 Occupational and Health Safety Standards and in accordance with the Superfund Amendment and Reauthorization Act (SARA).

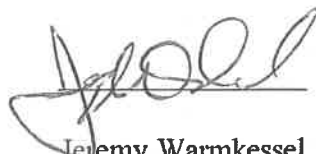
(C) Medical records related to such "Annual Baseline Physical Examination" shall remain confidential and will not be provided to the City in either oral or written form or be made part of the employee's service record, except that the City will be notified whether the employee has passed/failed.

(D) When a firefighter presents himself for his annual baseline physical examination pursuant to Article 24 of the Collective Bargaining Agreement and the firefighter fails the physical, the City will place the firefighter on administrative leave with full pay (excluding overtime), and not sick pay, until the firefighter provides the City with a medical certification, consistent with Article 15E, of his ability to work as a firefighter. The firefighter shall have eight (8) working days, excluding the day of the baseline examination, to provide the certification. In the event the firefighter fails to provide the medical certification within the eight (8) working days, the firefighter shall be placed on sick leave.

3. Article 16 Insurance defines the Active member insurance as Capital Blue Cross PPO Plan which includes a wellness initiative requirement.
4. In consideration of the tests provided in the annual baseline physical which satisfy the wellness requirement each member shall be automatically approved as meeting the wellness requirement once the Fire Administration confirms they received their physical.
5. For year 2021 it is agreed that all active members will meet the requirement.
6. Spouses of Active members who are covered by the contractual healthcare provision will have to continue meeting the wellness initiatives and provide them to the City
7. Any deviation of administering physicals or the tests conducted in the annual baseline physical would be subject to negotiation and shall be discussed between the Local 302 and Fire Administrations ensuring the safety, health, and welfare of fire department members.

 11/8/2021

Meloney Sallie Dosunmu, Date
Human Resources Director



Jeremy Warmkessel, Date
President, Local 302

11-8-2021