

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALLENTOWN AND
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 302

Whereas, the City of Allentown ("the city") and the International Association of Fire Fighters, Local No. 302 ("Local 302") are currently bound to a collective bargaining agreement which expires on December 31, 2025 ("CBA"), which includes a drug testing procedure;

Whereas, the Pennsylvania Medical Marijuana Act ("MMA") was enacted on April 17, 2016 and became effective on May 17, 2016:

Whereas, the MMA provides certain rights and obligations with respect to employees who are certified to use medical marijuana and their employers;

Whereas nothing in this Agreement is intended to expand or limit the foregoing rights and obligations of the City or any employee represented by Local 302 under the MMA or applicable law;

Whereas, Section 2013 (b)(3) of the MMA provides that nothing within the MMA shall require an employer to commit any act that would be violation of Federal Law;

Whereas, Article 25 of the CBA defines the drug testing program administered by the City;

Whereas, the City and Local 302 wish to clarify any potential ambiguity of the CBA in light of the enactment of the MMA as follows:

1. A confirmed positive test result caused by a firefighter's use of medical marijuana compliant with the MMA will be handled and treated in compliance with the terms of this Agreement, the MMA and applicable law.
2. A firefighter who obtains a certification to use medical marijuana pursuant to the MMA will be required to provide a copy of his/her certification to the City's Medical Review Officer ("MRO") in a timely manner upon receipt. The MRO will keep the copy of the firefighter's MMA certification confidential

unless it becomes necessary for release to the city with regard to the drug testing procedure in Article 25 of the CBA. A firefighter's failure to comply with his/her obligation to provide a copy of his/her certification to the MRO in a timely manner as provided for within this paragraph may subject the firefighter to discipline pursuant to the disciplinary procedures provided for within the CBA Article 18 Discipline and Article 25 Drug and Alcohol Policy.

3. The City shall not discipline or otherwise discriminate against an employee regarding an employee's compensation, terms, conditions, locations or privileges solely on the basis of such employee's status as an individual who is certified to use medical marijuana.
4. Nothing within this MOU shall be interpreted to limit the City from enforcing the terms of Article 25 Drug and Alcohol Policy of the CBA against any firefighter who is found to be under the influence of marijuana (medical or otherwise) while performing their duties or while on the property or place of employment or for otherwise using marijuana in a manner that is not compliant with the MMA.
5. This Agreement shall neither require the City to make any accommodation of the use of medical marijuana on the property or premises of any place of employment nor in any way limit the City's ability to discipline an employee for being under the influence of medical marijuana in the workplace or for working while under the influence of medical marijuana when the employee's conduct falls below the standard of care normally accepted for that position.
6. To the extent that Federal law would be enforced in a manner that would prohibit the City from complying with the MMA as provided for within paragraph 1, this MOU will become null and void to the extent that it violates Federal law.

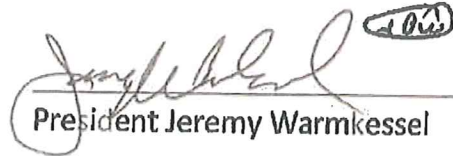
The City and Local 302 agree to meet and discuss any other legal developments that occur that may impact the lawful use of medical marijuana to avoid unforeseen consequences or legal issues.

For the City

For Local 302



Mayor Matt Tuerk



President Jeremy Warmkessel