



OFFICE OF
LABOR RELATIONS

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November 7, 2006

Ms. Marcia Mooney
Stationary Engineers, Local 39
1620 North Market Blvd.
Sacramento, CA 95834

Re: Agreement Regarding Use of Fitness Center for Supervising Dispatchers

Dear Ms. Mooney:

This is to confirm the agreement of the City of Sacramento and the Stationery Engineers, Local 39, regarding the use of the equipment in the fitness center during the paid meal period. Specifically, it is agreed, as follows:

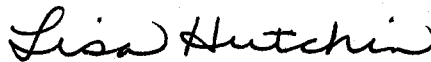
1. Effective the date this agreement is fully signed by the parties, employees in the classification of Supervising Dispatcher will be permitted to use the fitness center located at the Communications Center, 7397 San Joaquin, as follows:
 - a. Employees working a four/ten schedule - during their paid meal period. Supervising Dispatchers who currently have a forty (40) minute paid meal period and wish to exercise in the fitness center, will be permitted to have a sixty (60) minute paid meal period in order to do so. The minimum work out time will be twenty (20) minutes.
 - b. Employees working a five/eight schedule – during their normal shift. Supervising Dispatchers will be permitted to work out during their normal shift for a maximum of twenty (20) minutes. Employees who chose to work out for more than twenty (20) minutes will do so before or after their shift, or during their meal period. For example, if an employee who starts work at 8:00 a.m. wishes to work out for thirty (30) minutes at the beginning of his/her shift, he/she will start ten (10) minutes before 8:00 a.m. and will work out until 8:20 a.m. (the first ten minutes are unpaid, the remaining twenty minutes are paid at the regular rate of pay).
2. Supervising Dispatchers who use the fitness center as stated in item #1, above, will be required to meet with the Department's fitness coordinator for assessment

and approval prior to using the fitness center.

3. Although Supervising Dispatchers will be using the fitness center on paid time, the parties agree that participation is not a job requirement in the classification of Supervising Dispatcher, that use of the fitness center is completely voluntary, and that such use is not work related.
4. Supervising Dispatchers will be required to sign a waiver of liability which acknowledges their understanding and acceptance of the conditions for use of the fitness center (Exhibit A, attached).
5. Supervising Dispatchers on a four/ten work schedule, who do not to use the fitness center during their regular shift, will continue to have a forty (40) minute paid meal period.
6. Nothing in this agreement is intended to affect or change the terms and conditions of the current Memorandum of Understanding between the parties.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

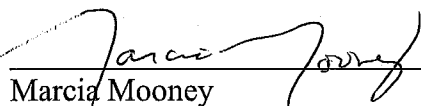
Sincerely,

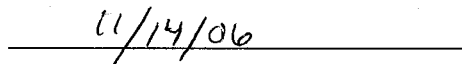


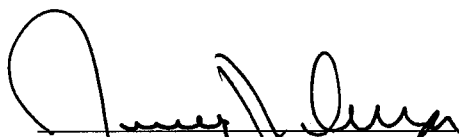
Lisa Hutchin
Labor Relations Officer

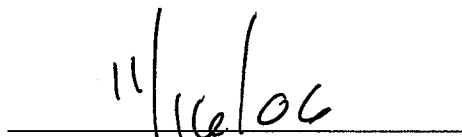
AGREED TO:

DATE:



Marcia Mooney
Stationary Engineers, Local 39

11/14/06

Jerry Kalmar, Business Manager
Stationary Engineers, Local 39

11/16/06

Exhibit A
Waiver of Liability

I understand and agree that I may use the fitness center at 7397 San Joaquin during my paid meal period, or if I am on a five/eight schedule, during my regular shift. I understand that use of the center is completely voluntary, not a requirement of my job classification or employment with the City, and is not work related.

The City does not anticipate injury to occur during the use of the fitness center, however it is still a possibility. Knowing the risk, and in consideration of being permitted to use the center during my meal period, I agree to assume all risks connected such use.

Except as otherwise prohibited by law, I agree to release and discharge the City of Sacramento, its officers, employees, agents and volunteers from any and all liability for personal injury, death or property damage connected with my use of the fitness center, even though that liability may arise out of their negligence or carelessness.

This release will be a continuing release and will remain in effect until revoked in writing.

Signature: _____ Date: _____

Name (printed): _____