



OFFICE OF
LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

August 4, 2006

Mr. Gerard Camous, President
Sacramento Police Officers Association
2014 Capitol Avenue, Suite 109
Sacramento, CA 95814

Re: Agreement Regarding Use of Fitness Center for Dispatchers

Dear Mr. Camous:

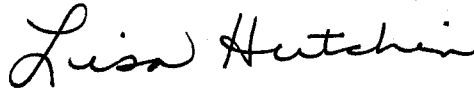
This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association regarding the use of the equipment in the fitness center during the paid meal period. Specifically, it is agreed, as follows:

1. Effective September 2, 2006, employees in the classification of Dispatcher I, II, and III will be permitted to use the fitness center located at the Communications Center, 7397 San Joaquin, during their paid meal period. 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.
2. Dispatchers who use the fitness center during their paid meal period will be required to meet with the Department's fitness coordinator for assessment and approval prior to using the fitness center.
3. Although dispatchers will be using the fitness center during their paid meal period, the parties agree that participation is not a job requirement in the classifications of Dispatcher I, II, and III, that use of the fitness center is completely voluntary, and that such use is not work related.
4. 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. Dispatchers 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.

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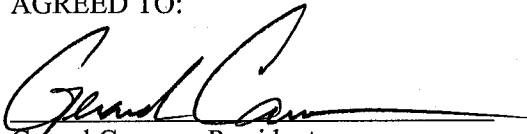
If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,



Lisa Hutchin
Labor Relations Officer

AGREED TO:



Gerard Camous, President
Sacramento Police Officers Association

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. 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): _____