



OFFICE OF LABOR RELATIONS

DEE CONTRERAS  
DIRECTOR

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March 20, 2003  
Rev. May 5, 2005  
Rev. May 4, 2007

Mr. Brent J. Meyer, President  
Sacramento Police Officers Association  
2014 Capitol Avenue, Suite 109  
Sacramento, CA 95814

**Re: Revision 2 - Agreement Regarding Physical Performance Test**

Dear Mr. Meyer:

This is to confirm the agreement of the City of Sacramento and the Sacramento Police Officers Association (SPOA) regarding the modification of the Physical Performance Test. Specifically, it is agreed as follows:

1. The parties will use the Cooper Institute Fitness Testing Battery set for Municipal Standards for the annual physical agility performance test required of sworn officers. The parties further agree that this Cooper Test meets validation standards for age and gender as agreed to in 2000 negotiations/arbitration.
2. A committee will be established to analyze the test data and set the City standards and initial cut points. The committee will be comprised of one department management representative, one SPOA representative and one City Labor Relations representative. In the event that the committee disagrees on the standards and pass points, the parties agree that SPOA will utilize the grievance and arbitration procedure as set forth in Article 4 of the Memorandum of Agreement.
3. The elements of the Cooper's Institute Fitness Test will include the 1.5 mile run, maximum push-ups, one minute sit-ups, a 300 meter run, and a vertical jump test.
4. A disclaimer shall be provided to all employees identifying contraindications for the test and employees will be referred for medical evaluation of waiver. Certified proctors will be held harmless for their participation in the testing process for employees who fail to comply with wellness/fitness standards.
5. The City reserves the right to allow an employee precluded from taking the test based on #3 above to otherwise demonstrate the necessary physical fitness to meet the physical performance testing standards.

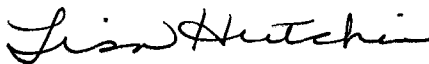
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6. An employee who does not pass the City's established standards for the test will be assigned to a training/retraining program, and may, with concurrence of the Deputy Chief, OTS, be placed on a modified duty assignment. The employee will be retested, with the requirement to pass as a condition of employment.
7. The parties will provide available wellness/fitness programs for employees which are available on a voluntary basis.
8. Employees with Workers Compensation related injuries who are fit and who require long term deferrals due to those injuries will be accommodated.

This agreement memorializes and constitutes the entire agreement and understanding of the parties as to all matters referred to or included herein, and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or oral.


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.

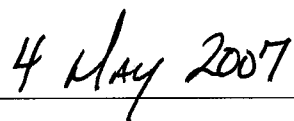
Sincerely,

  
Lisa Hutchin  
Labor Relations Officer

AGREED TO:

DATE:

  
\_\_\_\_\_  
Brent J. Meyer, President  
Sacramento Police Officers Association

  
\_\_\_\_\_  
4 May 2007

cc: Albert Najera, Chief of Police  
Sam Somers, Deputy Chief of Police