

**Side Letter of Agreement #2**  
**Between**  
**City of Roseville**  
**And**  
**Roseville Police Officers Association**  
**October 14, 2022**

The City of Roseville (hereinafter referred to as "City") and the Roseville Police Officers' Association (hereinafter referred to as "RPOA") entered into a Memorandum of Understanding ("MOU") with a term beginning February 12, 2022, and terminating on December 31, 2025. The City and the RPOA are collectively referred to herein as "Parties."

**Background and Overview**

The MOU between the Parties includes a Physical Fitness Program in Article VI.

RPOA members and Roseville Police Department management were not satisfied with the state of the Physical Fitness Program. In reviewing staff concerns and current practices, the City developed a revised Fitness Committee structure, changed to use police department personnel for the physical assessments and the City's workers' compensation healthcare provider for the annual health assessments, and added additional health assessment options.

The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this agreement.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias Brown Act (MMBA).

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City's MOU and Side Letter Agreements with the RPOA remain in full force and effect.

**CHAPTER 9.**  
**ARTICLE VI. PHYSICAL FITNESS PROGRAM**

The on-duty Physical Fitness Program for all sworn personnel shall be as provided for below:

**A. The Program**

1. Patrol's sworn personnel will exercise on duty for one (1) hour at the beginning of every regular shift, unless calls for service require additional patrol. The watch commander will determine daily participation.
2. Specialized units (e.g. YSO, Investigations, Traffic, CSU, SSU) will have the option of when to exercise depending on schedules. Each unit's manager or supervisor will determine exercise schedules and daily participation.
3. All sworn employees must exercise for approximately forty (40) minutes, be in uniform and report for duty in the one-hour period when the time is allotted. Overtime will not be authorized due to exercise time.

4. A Fitness Committee comprised of the Risk Manager, the Police Department's Lifetime Fitness Team, and the RPOA president will oversee the program and periodically report to the Chief of Police. The Lifetime Fitness Team will facilitate the program, including generating workout programs and health bulletins for employee motivation and information, ensuring maintenance of the gym equipment, collecting and reporting data to validate the program, etc. It will be the Fitness Committee's responsibility to meet on an annual basis to review the progress of the program, make recommendations and assist in the implementation of the program.
5. The Lifetime Fitness Team will consist of at least four members, two of which will be the Fitness Coordinators who will head the program.
  - a. The members of the team will have their Bachelors of Science degree in a health and exercise related field or become a certified personal trainer within six months of their appointment.
    - i. Personal trainer certifications such as: NCSF, NASM, ACE, ISSA, ACSM, Crossfit Level 1.
  - b. Fitness Coordinators will be sworn staff at the officer rank.
  - c. Fitness Coordinators will be allowed two weeks per year to conduct the yearly fit testing in lieu of their assigned duties.
  - d. Members of the Lifetime Fitness Team are required to attend at least one training class every two years to further their knowledge in this field.
6. The Fitness Coordinators will be responsible for the following: conducting annual fitness assessments on all sworn personnel, keeping all medical information confidential, providing an exercise regimen for each employee, collecting and reporting department data, and ensuring a Lifetime Fitness Team member is available for consultations at the request of the employee. In addition to the items above, the Fitness Coordinators will notify the department and Risk Management of any employee whose fitness for duty may be in question. An employee so identified will then be referred to a city doctor for a fitness for duty exam.
7. Employees who participate in the fitness program as a Lifetime Fitness Team member shall provide technical assistance to employees in the proper use of the fitness equipment. Those team members shall not be provided medical information on any employee other than him/herself. An exception to this would be if an employee supplies the information and requests an interim fitness assessment by a team member. The Lifetime Fitness Team member may establish an employee's fitness program if requested by the employee.
8. Each employee will receive an annual health assessment and exercise regimen before exercising on duty. The Fitness Coordinators will be the only individuals who will have access to the personal medical information of members. The Fitness Coordinators will maintain the information on a secured computer file which will not be disclosed absent court order. The assessment will consist of the following:
  - a. Body weight and height
  - b. Resting and exercise blood pressures
  - c. Resting and exercise heart rates
  - d. Body fat testing
  - e. Muscle fitness (flexibility, strength and endurance) testsPrior to the annual health assessment, the City's workers' compensation healthcare provider will assess the employee in the following ways:
  - a. 12-hour fasting lipid blood panel (cholesterol, HDL, LDL, Blood glucose, and triglycerides results)

- b. Lead/Zinc (SWAT)
- c. Cancer Antigen- Females (Voluntary)
- d. Prostate Antigen-Males (Voluntary)
- e. Fecal (Voluntary)
- f. LP-PLA2 (Voluntary)
- g. 12 Lead EKG for employees over 40 years old (Voluntary)

The workers' compensation healthcare provider will send all results to the tested employee directly. It is the employee's option, not mandated, to discuss any bloodwork during their yearly fitness testing with a Fitness Coordinator.

9. Should an employee present two (2) or more of the following factors; has high cholesterol, obesity, diabetes, hypertension or high HDL, indicating a health condition which could conflict with the employee's physical ability to participate in the fitness program, the employee will be referred to the employee's treating physician. The Fitness Coordinators will provide the employee with a letter listing his or her concerns, a copy of the job specification of a police officer, as well as a list of possible fitness activities and available gym equipment. The employee will provide these documents to their doctor. The employee will be required to provide to the Fitness Coordinator medical clearance from the treating physician indicating that the employee is physically capable of participating in the fitness program. Should the employee fail to provide medical clearance within seven (7) calendar days from the date of referral or should the employee's treating physician indicate that the employee is not physically capable of participating in the fitness program, the Fitness Coordinators will notify the Department. The City may then refer the employee for fitness for duty evaluation to ascertain the nature and extent of the employee's limitations.
10. Should the Fitness Coordinators have serious concerns about an employee's ability to perform his/her duties as a police officer due to the existence of three (3) or more factors listed above, the department and Risk Management will be notified and a decision made whether a fitness for duty evaluation is necessary.
11. Exercise regimens will be developed as a cooperative effort between the employee and the Fitness Coordinators. There shall be no minimum levels of fitness. Each employee will be required to participate in good faith in the fitness program. The failure to participate in good faith may subject the employee to disciplinary action. Upon request to the Fitness Coordinator, a copy of an employee's exercise regimen may be obtained for supervisory purposes.
12. No competitive sports are allowed while on duty. Walking and running outside the building is allowed on pre-determined routes. Employees walking or running at night must wear a reflective vest.
13. Employees will be allowed to ride their bicycle for their forty (40) minute workout time. The employee must ride their bicycle on a pre-determined route. Employees riding during hours of darkness must have a headlight and taillight on their bicycle.

#### B. Program Validation

The program will be measured by change or improvement in the overall employees' fitness level. This will be measured in a number of ways:

1. Annual fitness assessments will be performed on all employees for the purpose of validating the program as well as monitoring individual fitness. The Fitness Coordinators will provide a statistical analysis on the fitness level of the overall employee population. Such information will not be provided in any manner that identifies any particular

- employee.
2. Risk Management will monitor the number and types of injuries and related costs. Sick leave usage will also be evaluated and compared to previous years.
  3. Costs associated with the fitness program will be tracked.
  4. Information will be collected and monitored by the Fitness Committee. Reports and recommendations will be forwarded to the Chief of Police on an annual basis. The program's continuation will be based upon the benefits received equally by the City, Police Department and its employees.

C. Gym Equipment and Usage

Sworn officers exercising on duty will have priority use of the exercise equipment and shower facilities.

D. Other Issues

1. Non-participation by an employee will be addressed as any performance issue, through progressive discipline.
2. Serious health risks may be identified through the assessment process that may preclude an employee from doing their job safely. In this case, the employee will be referred for medical attention and may be required to undergo a fitness for duty evaluation.

The Parties mutually agree this Side Letter of Agreement will be incorporated into the successor Memorandum of Understanding.

City of Roseville

Roseville Police Officers' Association



Dominick Casey, City Manager

Date: 10/24/2022



Mark Bartley, Labor Relations Consultant

Date: 10/19/2022



Pat Ganguet, RPOA President

Date: 10/19/22